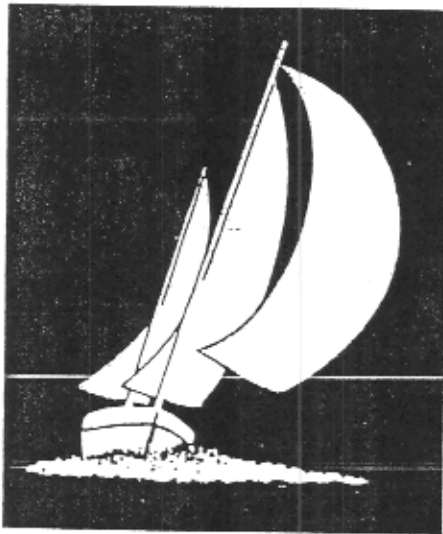


DECLARATION OF CONDOMINIUM



The SHORE MARINER

*A RESIDENTIAL CONDOMINIUM ON THE GULF OF MEXICO
18304 Gulf Boulevard - Redington Shores, Florida 33708*

CONTENTS

Declaration of Condominium	1
Exhibit A Engineer Plans	27
Exhibit B Percentage Ownerships of Common Elements and Limited Common Elements and Share of Common Expenses	37
Exhibit C Articles of Incorporation	40
Exhibit D By-Laws of the Corporation	45
Rules and Regulations	52

DECLARATION OF CONDOMINIUM

OF

SHORE MARINER

A Condominium

MADE THIS _____ day of _____, 19____, by SHORE MARINER, LTD., a Florida Limited Partnership, called "Developer", for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

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

1.1 Name and Address. The name by which this condominium is to be identified is SHORE MARINER, a condominium, and its address is 18304 Gulf Boulevard, Redington Shores, Florida 33708.

1.2 The Land. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Pinellas County, Florida:

Tract A and Lot 1, Voyles Replat, as recorded in Plat Book 60, Page 84, Records of Pinellas County, Florida, and Lots 1 and 2, Block 3, SURFSIDE NO. 2, as recorded in Plat Book 23, Page 16, Records of Pinellas County, Florida, being further described as follows:

From a point of beginning at the most Easterly corner of Lot 1, Block 3, SURFSIDE NO. 2, as recorded in Plat Book 23, Page 16, Records of Pinellas County, Florida, run South $55^{\circ} 56' 53''$ West, 71.32 feet, to the most Southerly corner of said Lot 1; thence North $37^{\circ} 08' 34''$ West, 65.55 feet to the most Westerly corner of said Lot 1; thence South $60^{\circ} 00' 48''$ West 14.78 feet to the most Easterly corner of Lot 1, Voyles Replat, as recorded in Plat Book 60, Page 84, records of Pinellas County, Florida; thence South $58^{\circ} 19' 24''$ West, 116.32 feet to the most Westerly corner of Lot 2 of said Voyles Replat; thence by a curve to the right, radius 200.00 feet, arc 72.73 feet, chord South $44^{\circ} 29' 55''$ East, 72.53 feet to the most Southerly corner of said Lot 2; thence South

55° 56' 53" West, 158.76 feet to the most Southerly corner of Tract A of said Voyles Replat; thence continue South 55° 56' 53" West to the mean high water of the Gulf of Mexico as established January 11, 1973, elevation 1.38 (M.S.L.=0.00); thence Northwesterly along said mean high water line to a point bearing South 58° 06' 13" West of the most Westerly corner of said Tract A; thence North 58° 06' 13" East to the said most Westerly corner of said Tract A; thence continue North 58° 06' 13" East, 113.00 feet; thence by a curve to the left, radius 33.95 feet, arc 53.53 feet, chord South 60° 30' 06" East, 48.01 feet; thence North 58° 06' 13" East, 116.05 feet; thence North 63° 35' 47" East, 103.17 feet to the most northerly corner of said Tract A; thence by a curve to the left, radius 5728.22 feet, arc 250.00 feet, chord South 29° 31' 13" East, 249.99 feet to the most Easterly corner of said Tract A; thence continue by a curve to the left, radius 5728.22 feet, arc 120.00 feet, chord South 31° 22' 15" East, 120.00 feet to the point of beginning, Town of Redington Shores, Florida.

which lands are called "the land".

2. DEFINITIONS. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (Sec. 711.03 Fla. Stat.) and as follows, unless the context otherwise requires:

2.1 Apartment means unit as defined by the Condominium Act.

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

2.3 Assessment shall mean the individual condominium parcel's proportionate share of the funds required for the cost of maintaining, repairing and managing the property, i.e., to pay the common expenses which from time to time are assessed against the apartment owner.

2.4 Association means SHORE MARINER CONDOMINIUM ASSOCIATION, INC., and its successors.

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

2.6 Common Expenses include:

A. Expenses of administration; expenses of insurance, maintenance, operation, repair and betterment of the common elements and of the portions of apartments to be maintained by the Association.

B. Expenses declared common expenses by provisions of this Declaration or the By-Laws.

C. Any valid charge against the condominium property as a whole.

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

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

2.9 Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and the By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

3. DEVELOPMENT PLAN. The condominium is described and established as follows:

3.1 Survey. A survey of the land showing the improvements on it is attached as Exhibit A.

3.2 Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such prepared by Architect PETERSEN & MARTIN.

3.3 Amendment of Plans.

A. Alteration of Apartment Plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements or limited common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in the boundaries between units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units and shares in the common elements and limited common elements appurtenant to the units concerned.

B. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer, as well as necessary documents to show completion of the improvements, need be acknowledged only by the Developer and need not be approved by the Association, apartment owners, or lienors, or mortgagees of

apartments or of the Condominium, whether or not elsewhere required for an amendment.

3.4 Easements are reserved throughout the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner. In addition, there is hereby reserved for pedestrian traffic over, through and across sidewalks, paths and lanes 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 exclusive right to park upon any portion of the condominium property, except if an apartment owner take assignment of a particular covered parking space, then, that apartment owner shall have the exclusive right to that space.

3.5 Improvements - General Description.

A. Apartment Building. The Condominium consists of six (6) story apartment buildings with seventh story penthouses, containing a total of one hundred and twenty-one (121) dwelling units, including one manager's apartment, a recreation area, saunas and a pool and patio area. Parking facilities and the recreational facilities will be contained on the ground floor.

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

- A. Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:
- (1) Upper boundary - the horizontal plane of the lower surfaces of the ceiling slab;
 - (2) Lower boundary - the horizontal plane of the lower surfaces of the floor slab.
- B. Perimetrical Boundaries. The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:
- (1) Exterior building walls - the intersection vertical planes adjacent to and which include the exterior of the outside walls of the apartment

building bounding an apartment and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent thereto and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

- a. Where walls between apartments are of varying thickness or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column.
- b. Where walls of different thickness abut so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

3.7 Common Elements. The common elements include the land and all other parts of the Condominium not within the apartment units, including walkways, stairways, elevators, the swimming pool, laundry and storage rooms, uncovered automobile parking, garbage, meter and machinery rooms.

3.8 Limited Common Elements. Parking spaces that are covered or situated beneath the Condominium building, shall be considered limited common elements. Such spaces may be assigned by the Developer on the initial sale of the apartment and such assignee shall have the exclusive use of such assigned space and may retain such space so long as he shall be an apartment owner. In the event of the sale of the apartment by the apartment owner, the assigned space shall automatically be assigned to the new purchaser.

4. THE APARTMENTS. There are one hundred and seven (107) two bedroom, two bath apartments in the Condominium; two each, one bedroom, one bath apartment; and twelve penthouse apartments, ten of which are three bedroom, two bath and two of which are two bedroom, two bath.

4.1 Typical Apartment Plans. There are five typical floor plans designated on Exhibit A.

4.2 Apartment Numbers. The apartments are numbered 101, 102, 103, 104, etc

on the first floor, 201, 202, 203 and 204, etc., on the second floor and in a like manner on the third, fourth, fifth, and sixth floors, all as shown on Exhibit A. On the seventh floor will be penthouses PH 1, PH 2, PH 3, etc.

4.3 Appurtenances to Apartments. The owners of each apartment shall own a share and certain interests in the Condominium property which are appurtenant to his apartment, including but not limited to the following items which are appurtenant to the several apartment units as indicated.

A. Common Elements and Common Surplus. An apartment owner shall own an undivided share in the land and other common elements and limited common elements and in the common surplus and expenses which are appurtenant to each apartment according to the schedule shown on Exhibit B attached hereto and made a part hereof.

B. Automobile Parking. The common elements shall include the parking area that is not covered. The limited common elements shall include parking area that is covered including those parking spaces situated beneath the condominium building. Each apartment owner shall be entitled to one uncovered parking space without charge. Except, if an apartment owner should pay for and be assigned a covered parking space, whether the same be situated under the building or covered by other means, that parking space shall be in lieu of a parking space provided without charge.

C. Storage Lockers. One storage locker will be assigned to the owners of each apartment who will be entitled to use such storage locker without charge.

D. Association Membership. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

4.4 Liability for Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements and limited common elements appurtenant to his apartment.

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

5.1 Apartments.

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

- (1) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls;
 - (2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which contained; and
 - (3) All incidental damage caused to an apartment by such work shall be repaired promptly at the expense of the Association.
- B. By the Apartment Owner. The responsibility of the apartment owner shall be as follows:
- (1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.
 - (2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.
 - (3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.
- C. Alteration and Improvement. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

5.2 Common Elements and Limited Common Elements.

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

B. Alteration and Improvement. After the completion of the improvements included in the common elements and limited common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the common elements and limited common elements without prior approval in writing by the owners of not less than 75% of the common elements and limited common elements except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements and limited common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements and limited common elements altered or further improved, nor in his share of common expense whether or not the apartment owner contributes to the cost of such alteration or improvements.

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

6.1 Share of Common Expense. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements and limited common elements appurtenant to the apartments owned by him. The common expense shall include but not be limited to the expenses of operation, maintenance, repair or replacement of the common elements and limited common elements and of the costs of carrying out the powers and duties of the Association and other expenses designated as common expenses by this Declaration or by the By-Laws of the Association. Each apartment owner shall pay his share of the common expenses quarterly.

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

6.3 Lien for Assessments. The Association shall have a lien against each Unit for any unpaid assessments against the owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the Public Records of the County where located by filing a claim therein which states the legal description of the Unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, shall have been paid. Such claims of lien may be signed and verified by an officer of the Association, or by an agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at his expense. All such liens recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the manner as a foreclosure of a mortgage on real property. The Association may also, at its option, sue to recover a money judgment for unpaid assessments, without thereby waiving the lien securing the same. In the event an institutional lender as holder of a first mortgage of record shall obtain title to the Unit as a result of the foreclosure of a first mortgage, or in the event such mortgagee as to a first mortgage of record shall obtain title to a Unit as the result of a conveyance in lieu of foreclosure of such first mortgage, such mortgagee shall not be liable for that share of the common expenses or assessments chargeable to the Unit, or the Owner thereof, which became due prior to the acquisition of title by such institutional mortgagee or during any period such mortgagee shall hold title to the Unit, and any such unpaid share of common expenses, or assessments, chargeable against any such foreclosed Unit, and any such unpaid share of common expenses, or assessments, chargeable against any such foreclosed Unit, or against any Unit transferred in lieu of foreclosure, shall be deemed a common expense, to be paid in the same manner as other common expenses of the Condominium by all of the Unit Owners. For purposes of this Section "Institutional Lender" shall mean any Real Estate Investment Trust, Savings and Loan Association, Commercial Bank, or Life Insurance Company.

6.4 Rental Pending Foreclosure. In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

7. ASSOCIATION. The operation of the condominium shall be by SHORE MARINER CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit C.

7.2 The By-Laws of the Association shall be the By-Laws of the Condominium, a copy of which is attached as Exhibit D.

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

7.4 Restraint Upon Assignment of Shares in Assets. The share of an apartment owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

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

7.6 Voting Rights. Members of the Association shall be entitled to one vote for each apartment owned by them. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

7.7 The Association may acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

8. INSURANCE. The insurance other than title insurance which shall be

carried upon the condominium property, and the property of the apartment owners, shall be governed by the following provisions:

8.1 Authority to Purchase - Named Insured. All insurance policies upon the condominium property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the apartment owners, without naming them and their mortgagees. Provision shall be made for the issuance of the mortgage endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereafter designated and all policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

8.2 Insurer. The insurer shall be an insurance company authorized to do business in Florida and said insurance must be purchased through an agent having a place of business in Florida. This sub-paragraph shall be construed to be a covenant for the benefit of institutional mortgagees and may be enforced by an institutional mortgagee having a mortgage on a condominium unit.

8.3 Coverage.

- A. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:
- (1) Loss or Damage by Fire, and other hazards covered by a standard extended coverage endorsement, and
 - (2) Such Other Risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to vandalism and malicious mischief.
- B. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross-liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.
- C. Workmen's Compensation policy to meet the requirements of law.
- D. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

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

8.5 Insurance Trustee - Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to any bank in Florida with trust powers as may be designated as Insurance Trustee 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 payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

- A. Common Elements and Limited Common Elements. Proceeds on account of damage to common elements and limited common elements: An undivided share for each apartment owner, such share being the same as the undivided share in the common elements and limited common elements appurtenant to his apartment.
- B. Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:
 - (1) Where the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner which cost shall be determined by the Association.
 - (2) When the building is not to be restored - an individual share for each apartment owner, such share being the same as the individual share in the common elements and limited common elements appurtenant to this apartment.
- C. Mortgages. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to an apartment owner and mortgagee pursuant to the provisions of this Declaration.

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

- A. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.
- B. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
- C. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
- D. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

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

9. RECONSTRUCTION OR REPAIR - AFTER CASUALTY.

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

- A. Common Elements and Limited Common Elements. If the damaged improvement is a common element and limited common element, the damaged property shall be reconstructed or repaired, unless it is

determined in the manner elsewhere provided that the condominium shall be terminated.

B. Apartment Building.

- (1) Lesser Damage. If the damaged improvement is the apartment building, and if apartments to which 50% of the common elements and limited common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the Condominium shall be terminated.
- (2) Major Damage. If the damaged improvement is the apartment building, and if apartments to which more than 50% of the common elements and limited common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of 75% of the common elements and limited common elements agree in writing to such reconstruction or repair.

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

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached 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 of not less than 75% of the common elements and limited common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

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

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

9.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair 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 against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements and limited common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements and limited common elements shall be in proportion to the owner's share in the common elements and limited common elements.

9.6 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

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

- A. Association. If costs of reconstruction and repair that are the responsibility of the Association are more than \$5,000.00, then the sums paid upon assessments to meet such costs 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.
- B. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:
 - (1) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.
 - (2) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, 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.

- (3) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.
- (4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from the 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 the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.
- (5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessment 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. 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 of any distribution of insurance proceeds to a unit owner 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 funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

10. USE RESTRICTIONS. The use of the property of the Condominium shall be in accordance with the following provisions:

10.1 Apartments. Each of the apartments shall be occupied only by an owner, his family, his servants and guests, as a residence and for no other purpose, provided that no person under fourteen years of age may be a permanent resident or may visit on said premises for a period of more than thirty days within any six month period. Children of any age will not be allowed in an apartment of a tenant or lessee of an apartment owner or any guest of an apartment owner without the express written consent of the Board of Directors of the Association. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit or any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby.

10.2 Common Elements and Limited Common Elements. The common elements and 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 apartment by the occupants.

10.3 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 apartment owner shall permit any use of his apartment or of the common elements and limited common elements which will increase the rate of insurance upon the Condominium property.

10.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part 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 property concerned.

10.5 Leasing. No apartment may be leased for any period unless said lease and the person to occupy said apartment is approved by the Association pursuant to Paragraph 11.2 herein.

10.6 Signs. No signs shall be displayed from an apartment or on common property except such signs as shall have advance written approval by the Developer or the Association.

10.7 Regulations. Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Association in the manner provided in its Articles of Incorporation and By-Laws. Copies

of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the Condominium upon request.

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

11. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the Condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

11.1 Transfers Subject to Approval.

- A. Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment owner.
- B. Lease. No apartment may be leased, except to an apartment owner, for any period unless said lease and the person to occupy said apartment is approved by the Association pursuant to Paragraph 11.2 herein.
- C. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.
- D. Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.
- E. Other Transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

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

A. Notice to Association.

- (1) Sale. An apartment owner intending to make a bona fide sale

of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

- (2) Lease. An apartment owner intending to make a bona fide lease of his apartment for any period shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lease as the Association may reasonably require, and an executed copy of the proposed lease.
- (3) Gift, Devise, Inheritance, Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.
- (4) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

B. Certificate of Approval.

- (1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.
- (2) Lease. If the proposed transaction is a lease, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, which at the election of the Association,

shall be delivered to the lessee or shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the lessee.

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

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

11.3 Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed of in the following manner:

A. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty days after receipt of such notice and information the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

(3) The sale shall be closed within thirty days after the delivery or mailing of said agreement to purchase, or within ten days after the

determination of the sales price if such is by arbitration, whichever is the later.

- (4) A Certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.
 - (5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association 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 purchaser.
- B. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.
- C. Gifts, Devise or Inheritance, Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:
- (1) The sales price shall be the fair market value determined by agreement between the seller and purchaser within thirty days from the delivery or mailing of such agreement, and in the absence of such agreement, by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
 - (2) The purchase price shall be paid in cash.
 - (3) The sale shall be closed within ten days following the determination of the sales price.
 - (4) A Certificate of the Association executed by its President and

Secretary and approving the purchaser shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.

- (5) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval as elsewhere provided, which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the apartment owner.

11.4 Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company or a federal 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 may be arbitrarily withheld.

11.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer or to purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale. Neither shall any of the provisions of this Section 11 apply to the sale or lease of any apartment unit by the Developer.

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

12. COMPLIANCE AND DEFAULT. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of an apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

12.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their

guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements and limited common elements.

12.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, the By-Laws or the Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court.

12.3 No Waiver of Rights. The failure of the Association or any apartment owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

13. AMENDMENTS. Except as elsewhere provided otherwise this Declaration of Condominium may be amended in the following manner:

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

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

- A. Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or
- B. Not less than eighty (80%) percent of the votes of the entire membership of the Association voting in person or writing, but not by proxy; or
- C. Until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements and limited common elements.

13.3 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of

apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements and limited common elements appurtenant to it, nor increase the owner's share of the common elements and limited common elements, unless the record owner of the apartment and all record owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance", nor in the section entitled "Reconstruction or Repair After Casualty", unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

13.4 Execution and Recording. A copy of each amendment shall be attached to a Certificate certifying that the amendment was duly adopted which Certificate shall be executed by the officers of the Association with all the formalities of a deed. The amendment shall be effective when such Certificate and a copy of the amendment are recorded in the Public Records of Pinellas County, Florida.

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

14.1 Destruction. In the event it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the Condominium plan of ownership will be thereby terminated without agreement.

14.2 Agreement. The Condominium may be terminated by the approval in writing of all of the owners of the apartments therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements and limited common elements and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the sixtieth day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

- A. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the apartments to be purchased of an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall agree to purchase all of the apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.
- B. Price. The sales price of each apartment shall be the fair market

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

- C. Payment. The purchase price shall be paid in cash.
- D. Closing. The sale shall be closed within ten (10) days following the determination of the sales price.

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

14.4 Shares of Owners After Termination. After termination of the Condominium, apartment owners shall own the Condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be the same as the undivided shares in the common elements and limited common elements appurtenant to the owners' apartments prior to the termination.

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

15. SEVERABILITY. The invalidity in whole or in part of any covenants or restrictions, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

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

SHORE MARINER LTD.,
A Florida Limited Partnership

By: _____
W. J. WHITE, JR., General Partner

STATE OF FLORIDA

COUNTY OF PINELLAS

Before me personally appeared W. J. WHITE, JR., General Partner of SHORE MARINER LTD., to me well known and known to me to be the individual described in and who executed the foregoing instrument of the above named SHORE MARINER LTD., a Florida Limited Partnership, and severally acknowledged to and before me that he executed such instrument as such General Partner of said corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this _____ day of _____, 1973.

NOTARY PUBLIC

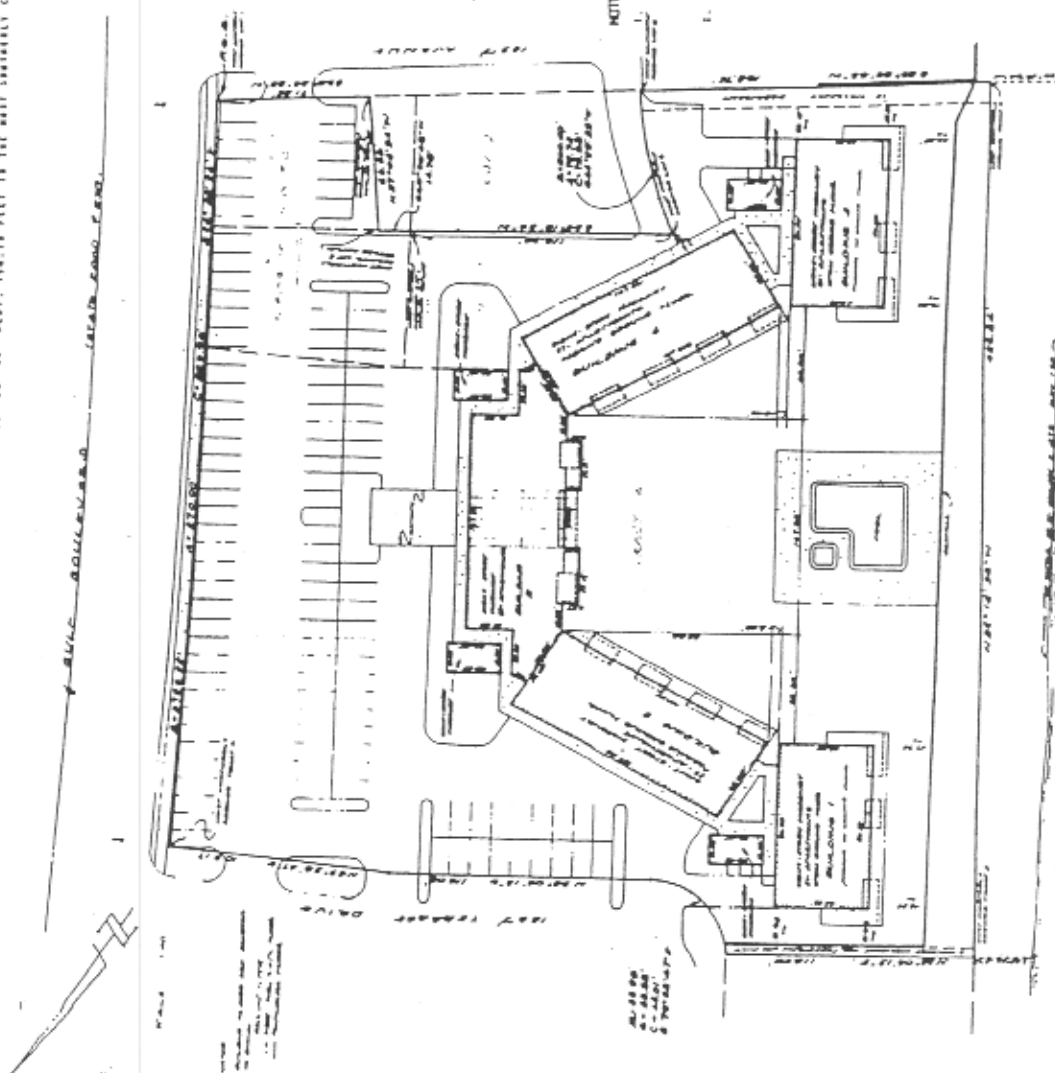
My Commission Expires:

THE SHORE MARINER

PROPOSED CONDOMINIUM
SECTION 21, TOWNSHIP 30 SOUTH, RANGE 15 EAST
TOWN OF DUNEDAN SHORES, FLORIDA

DESCRIPTION:

PLAT 10, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



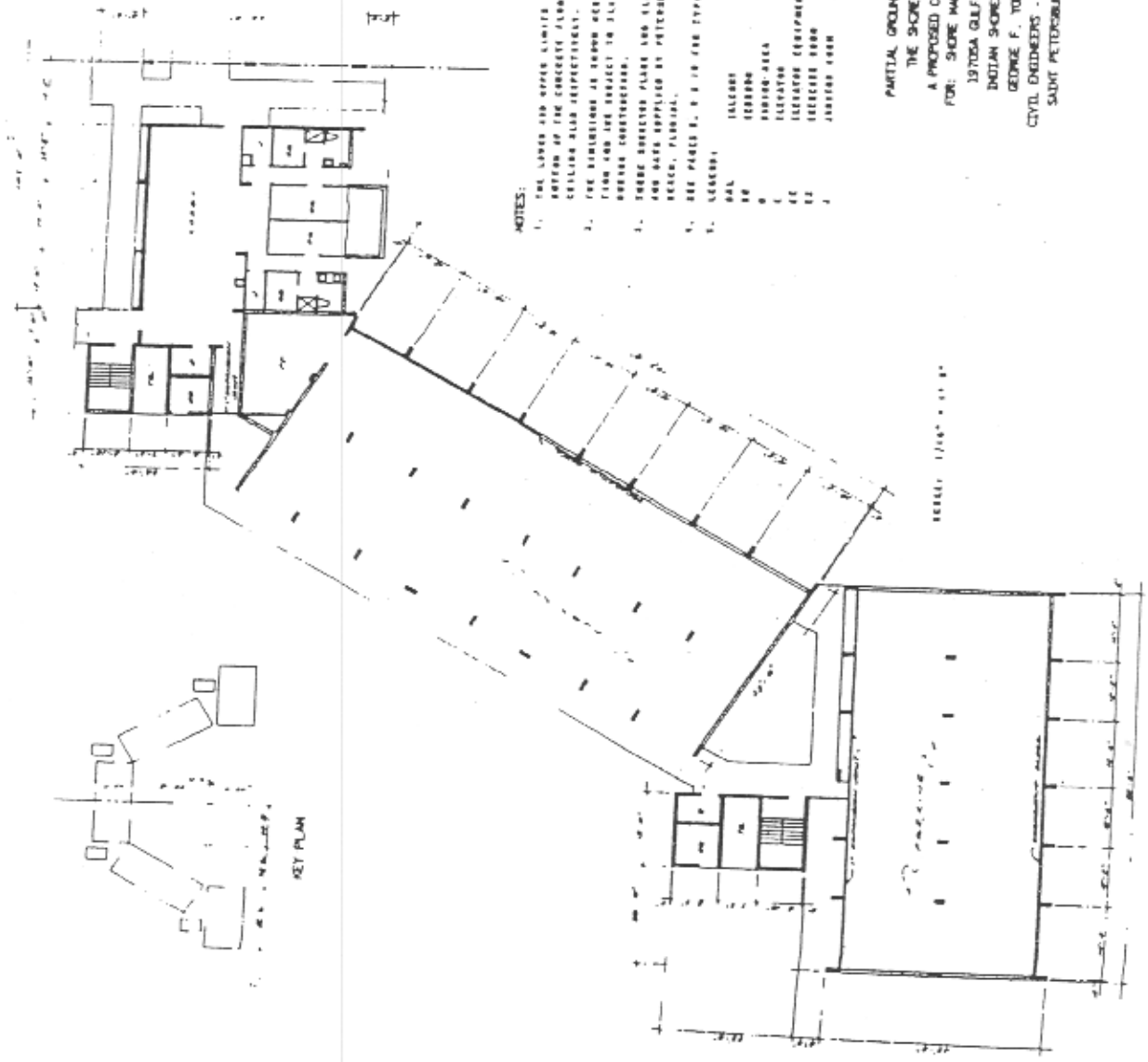
NOTES:

THE DIMENSIONS OF ROOMS WERE OBTAINED BY
GENERAL OBSERVATION AND ARE SUBJECT TO
THE SURVEYOR'S MEASUREMENTS AND RECORD NUMBER
CONSTRUCTION.
THESE DIMENSIONS INCLUDE THE EXISTING WALLS AND
CONCRETE FLOOR SLABS AND DATA SUPPLIED BY
OWNER AND ARCHITECT, ARCHITECTS, PARRISH
PARRISH, FLORIDA.

SITE PLAN
THE SHORE MARINER
A PROPOSED CONDOMINIUM
FOR: SHORE MARINER LIMITED
18705 GOLF BOULEVARD
BRIARWOOD SHORES, FLORIDA
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS - LAND SURVEYORS
SAINT PETERSBURG, FLORIDA

THE SHORE MARINER

PROPOSED CONDOMINIUM
SECTION 31, TOWNSHIP 30 SOUTH, RANGE 15 EAST
TOWN OF INDIAN SHORES, FLORIDA

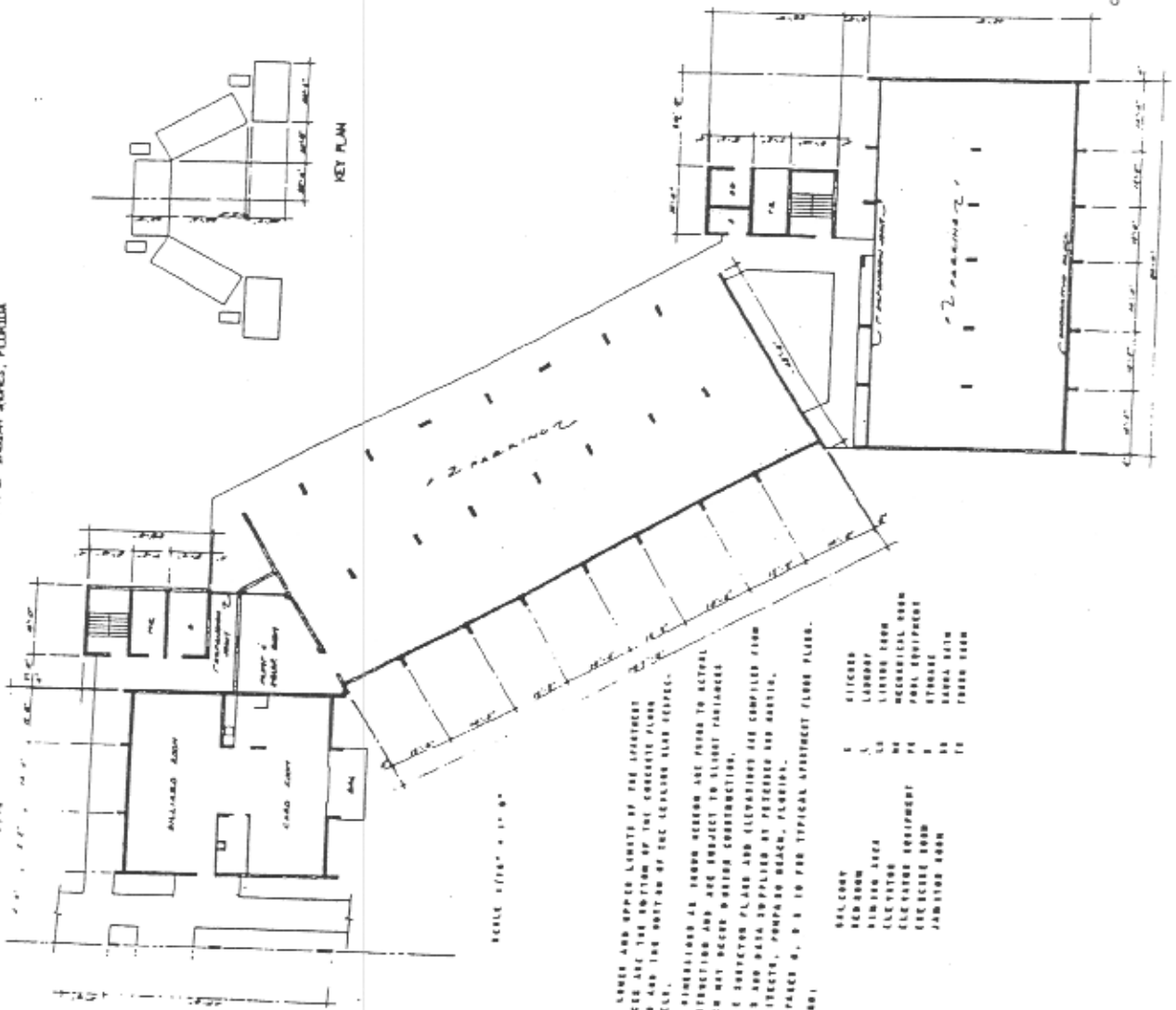


- NOTES:
1. THE UPPER AND LOWER LIMITS OF THE APARTMENT UNITS ARE THE TOP OF THE CONCRETE FLOOR SLAB AND THE BOTTOM OF THE CEILING SLAB RESPECTIVELY.
 2. THE DIMENSIONS IN SQUARE FEET ARE PRIOR TO OTHER CONSIDERATIONS AND ARE SUBJECT TO FUTURE VARIANCES WHICH MAY BE NECESSARY.
 3. THESE PROPOSED FLOOR AND ALLEGATIONS ARE IMPLIED FROM PLANS AND DATA SUPPLIED BY PETRESCU AND MARTIN, ARCHITECTS, PROGRAM DESIGN, FLORIDA.
 4. SEE PAGES 1, 2 & 3 FOR TYPICAL APARTMENT FLOOR PLANS.
- | LEGEND: | |
|----------------------|----|
| HALLWAY | 6 |
| KITCHEN | 5 |
| BATH | 4 |
| BREAKING AREA | 3 |
| ELEVATOR | 2 |
| ELECTRICAL EQUIPMENT | 1 |
| RECREATION ROOM | 10 |
| JANITOR ROOM | 11 |
| STAIR | 12 |
| TOILET | 13 |
| STORAGE | 14 |
| MECHANICAL ROOM | 15 |
| POOL EQUIPMENT | 16 |
| STORAGE | 17 |
| STAIR | 18 |
| STAIR | 19 |
| STAIR | 20 |

PARTIAL GROUND FLOOR PLAN
THE SHORE MARINER
A PROPOSED CONDOMINIUM
FOR: SHORE MARINER LIMITED
1970A GULF BOULEVARD
INDIAN SHORES, FLORIDA
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS - LAND SURVEYORS
SAINT PETERSBURG, FLORIDA

THE SHORE MARINER

PROPOSED CONDOMINIUM
SECTION 31, TOWNSHIP 30 SOUTH, RANGE 15 EAST
TOWN OF INDIAN SHORES, FLORIDA



PARTIAL GROUND FLOOR PLAN
THE SHORE MARINER
A PROPOSED CONDOMINIUM
FOR: SHORE MARINER LIMITED

18705A GULF BOULEVARD
INDIAN SHORES, FLORIDA
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS - LAND SURVEYORS
SAINT PETERSBURG, FLORIDA

NOTES:

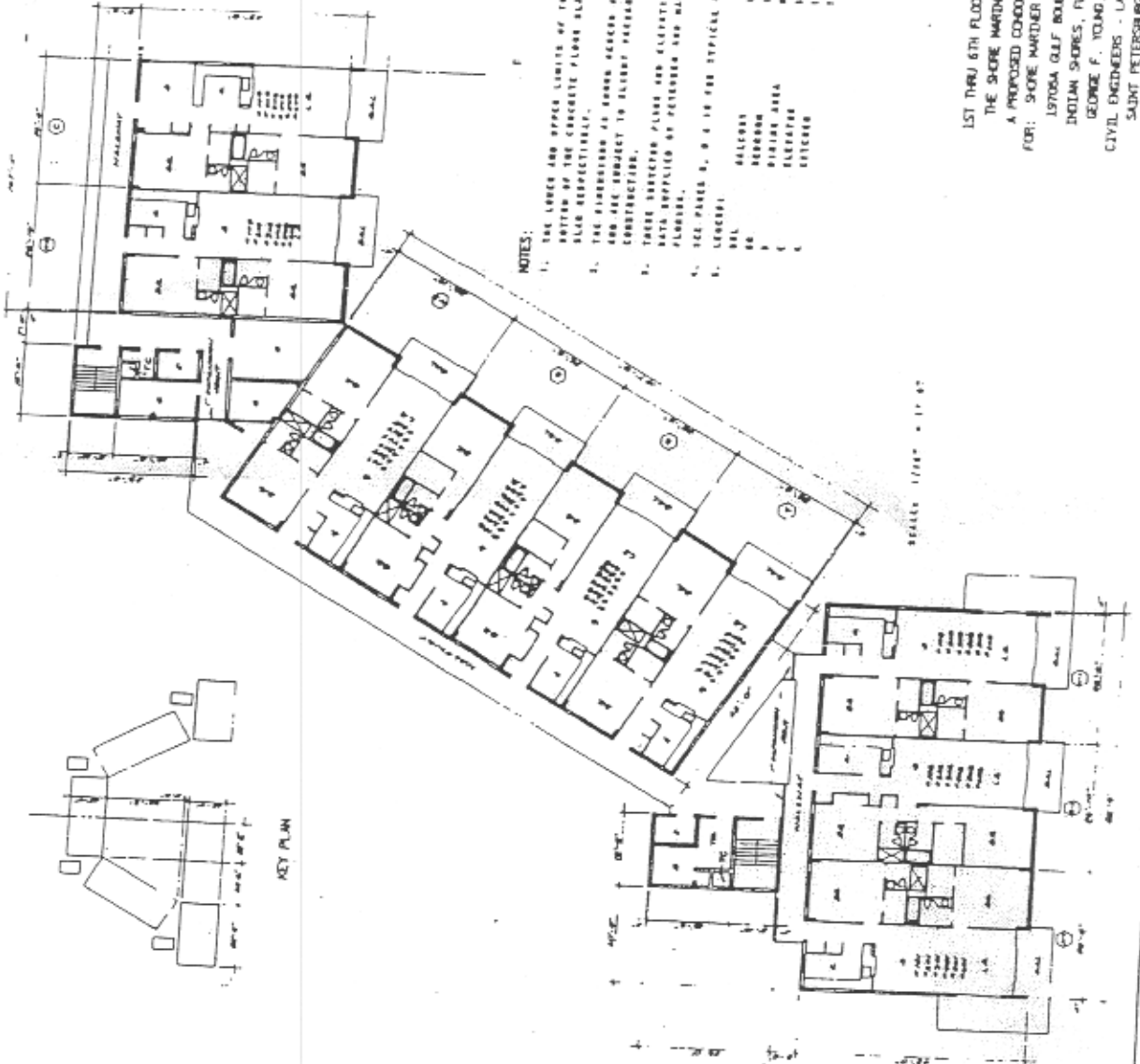
1. THE ROOMS AND UPPER LIMITS OF THE APARTMENT SPACES ARE THE BOTTOM OF THE CONCRETE FLOOR SLAB AND THE BOTTOM OF THE CEILING SLAB RESPECTIVELY.
2. THE DIMENSIONS AS SHOWN HEREON ARE PERMITTED TO VARY AS NECESSARY TO ACCOMMODATE CONSTRUCTION AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION.
3. THESE DIMENSION PLANS AND ELEVATIONS ARE COMPILED FROM ARCHITECTS' PLANS SUPPLIED BY PETERSON AND ASSOCIATES, ST. PETERSBURG, FLORIDA.
4. SEE PLANS 9, 10, 11 FOR TYPICAL APARTMENT FLOOR PLANS.

LEGEND:

1	BALCONY	1	STITCHES
2	BED ROOM	2	LADDER
3	BATH	3	LITTING
4	BREAKFAST ROOM	4	MECHANICAL ROOM
5	CLOSET	5	PAINT EQUIPMENT
6	ELECTRICAL EQUIPMENT	6	STORAGE
7	ELECTRICAL EQUIPMENT	7	TOILET
8	ELECTRICAL EQUIPMENT	8	TRUNK ROOM
9	JANITOR ROOM	9	
10		10	

THE SHORE MARINER

SECTION 31, TOWNSHIP 30 SOUTH, RANGE 15 EAST
TOWN OF INDIAN SHORES, FLORIDA

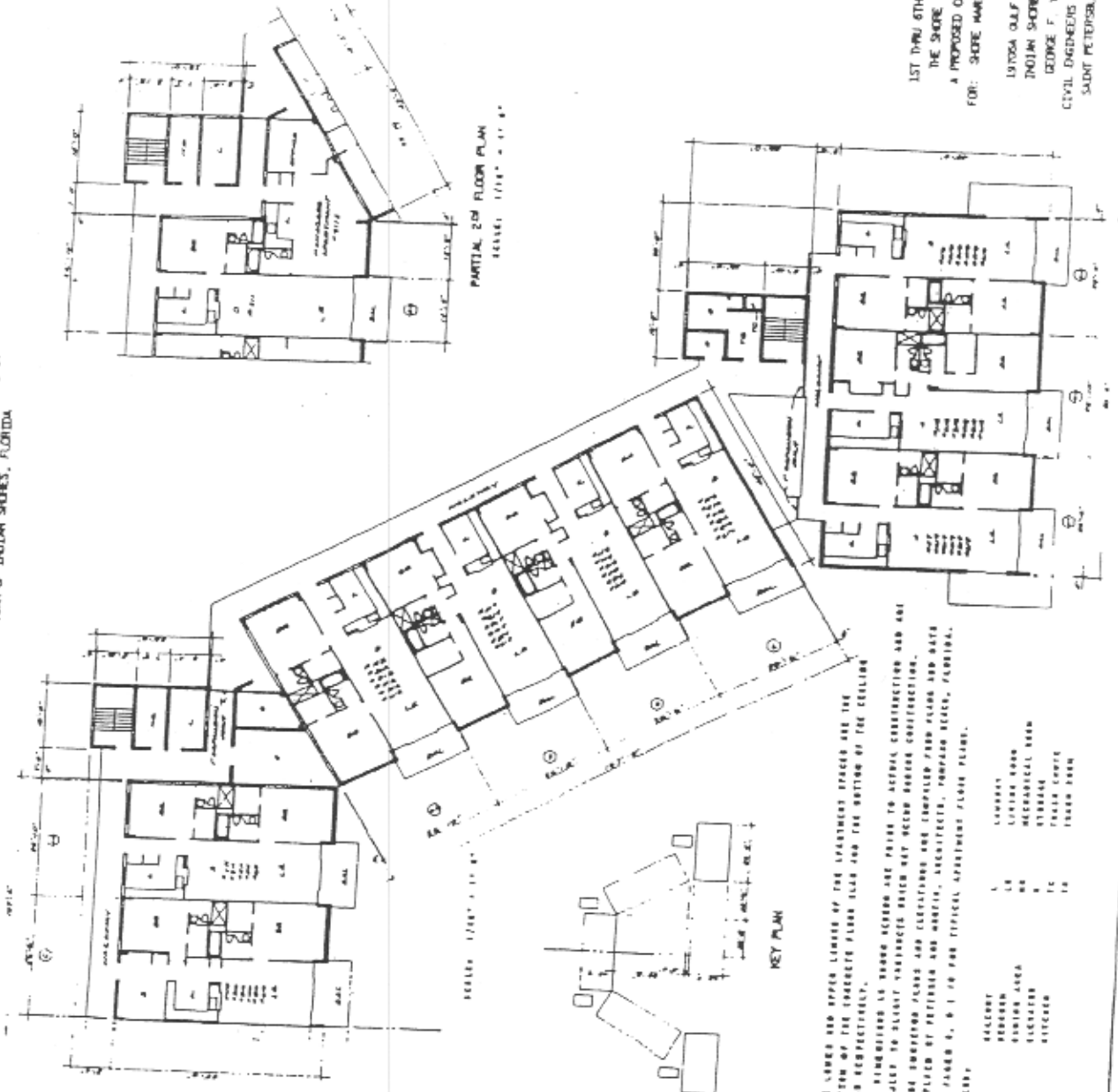


- NOTES:
1. THE LOWER AND UPPER LIMITS OF THE REARPORT SPACES ARE THE BOTTOM OF THE CONCRETE FLOOR SLAB AND THE TOP OF THE CEILING SLAB RESPECTIVELY.
 2. THE FINISHES IN ROOMS, AREAS AND YARDS ARE GIVEN TO ACTUAL CONSTRUCTION AND ARE SUBJECT TO FUTURE REVISIONS WHICH MAY OCCUR DURING CONSTRUCTION.
 3. THESE STRUCTURE PLANS AND ELEVATIONS ARE COMPLETE FROM PLANS AND DATA SUPPLIED BY OWNER AND ARCHITECT, ARCHITECTS, JOSEPH W. BEACH, FLORENCE, FLORIDA.
 4. SEE PAGES 2, 3 & 4 FOR TYPICAL APARTMENT FLOOR PLANS.
 5. LEGEND:
- | | | |
|----------|---|-----------|
| REARPORT | A | LANDSCAPE |
| REARPORT | B | LANDSCAPE |
| REARPORT | C | LANDSCAPE |
| REARPORT | D | LANDSCAPE |
| REARPORT | E | LANDSCAPE |
| REARPORT | F | LANDSCAPE |
| REARPORT | G | LANDSCAPE |
| REARPORT | H | LANDSCAPE |
| REARPORT | I | LANDSCAPE |
| REARPORT | J | LANDSCAPE |
| REARPORT | K | LANDSCAPE |
| REARPORT | L | LANDSCAPE |
| REARPORT | M | LANDSCAPE |
| REARPORT | N | LANDSCAPE |
| REARPORT | O | LANDSCAPE |
| REARPORT | P | LANDSCAPE |
| REARPORT | Q | LANDSCAPE |
| REARPORT | R | LANDSCAPE |
| REARPORT | S | LANDSCAPE |
| REARPORT | T | LANDSCAPE |
| REARPORT | U | LANDSCAPE |
| REARPORT | V | LANDSCAPE |
| REARPORT | W | LANDSCAPE |
| REARPORT | X | LANDSCAPE |
| REARPORT | Y | LANDSCAPE |
| REARPORT | Z | LANDSCAPE |

1ST THRU 6TH FLOOR PLAN
THE SHORE MARINER
A PROPOSED CONDOMINIUM
FOR: SHORE MARINER LIMITED
12700A GOLF BOULEVARD
INDIAN SHORES, FLORIDA
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS - LAND SURVEYORS
SAINT PETERSBURG, FLORIDA

THE SHORE MARINER

PROPOSED CONDOMINIUM
SECTION 31, TOWNSHIP 30 SOUTH, RANGE 15 EAST
TOWN OF INDIAN SHORES, FLORIDA



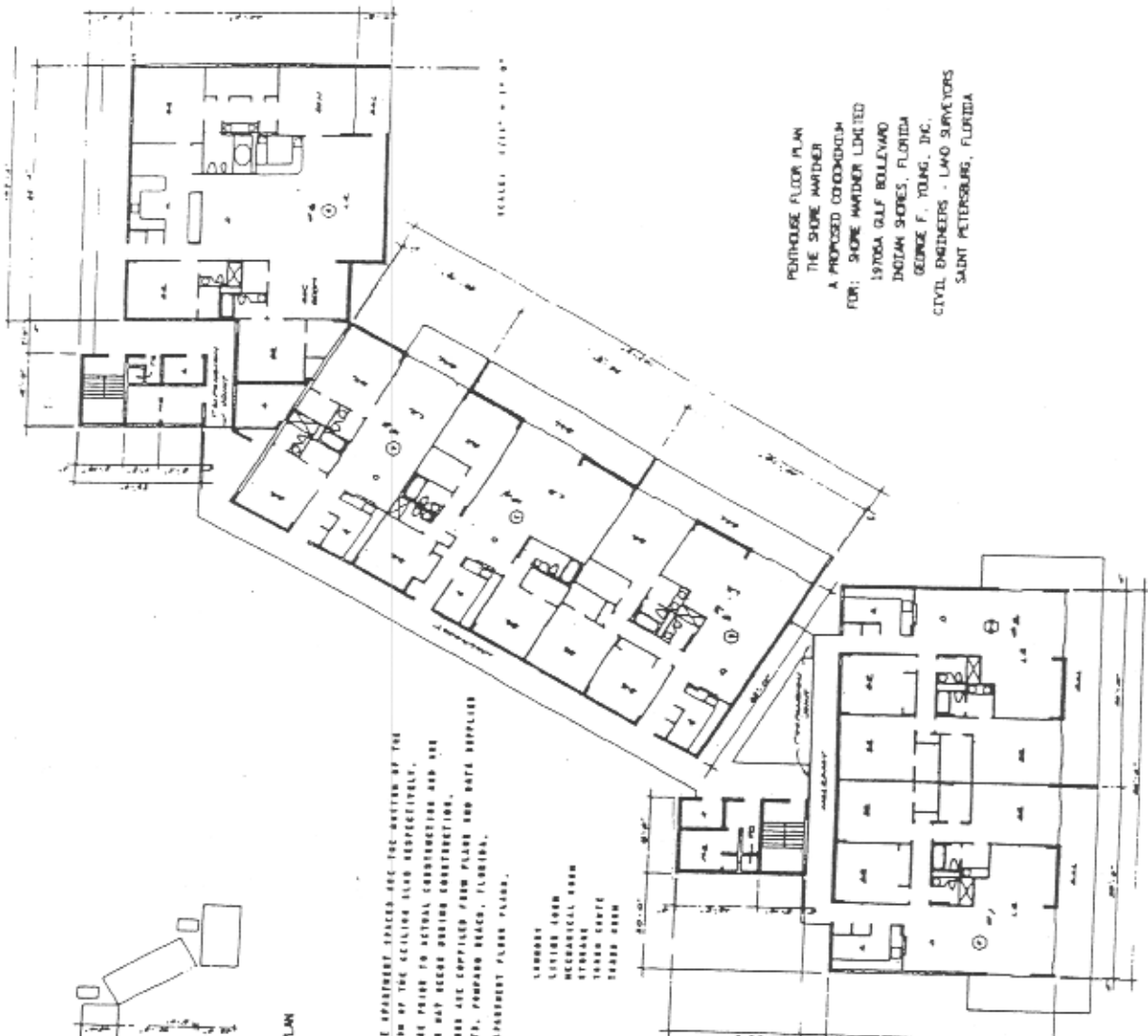
1ST THRU 6TH FLOOR PLAN
THE SHORE MARINER
A PROPOSED CONDOMINIUM
FOR: SHORE MARINER LIMITED
10700 GULF BOLLEARD
INDIAN SHORES, FLORIDA
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS - LAND SURVEYORS
SAINT PETERSBURG, FLORIDA

- NOTES:
1. THE LOWER AND UPPER LIMITS OF THE UPSTREAM TRACES ARE THE BOTTOM OF THE CONCRETE FLOOR SLAB AND THE BOTTOM OF THE CEILING SLAB RESPECTIVELY.
 2. THE DIMENSIONS IN BRACKETED SECTION ARE PRIOR TO ARCHIT. CORRECTIONS AND ARE SUBJECT TO SLIGHT VARIATIONS WHICH MAY OCCUR DURING CONSTRUCTION.
 3. THESE DIMENSION FIGURES AND CALCULATIONS ARE BASED UPON DATA SUPPLIED BY PETRIUS AND ASSOCIATES, ARCHITECTS, COMPANY INC., PALM BEACH, FLORIDA.
 4. SEE PLANS 2, 3, 4, 5 FOR TYPICAL APARTMENT FLOOR PLANS.
 5. LEGEND:

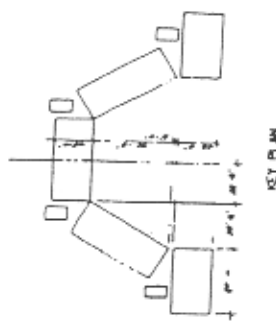
BALCONY	LA	LAVATORY
BED	LB	LIVING ROOM
BED ROOM	MB	MEDICAL ROOM
BATH	MB	STORAGE
CLOSET	TC	TRASH CHUTE
KITCHEN	TK	TERRACE

THE SHORE MARINER

PROPOSED CONDOMINIUM
SECTION 31, TOWNSHIP 30 SOUTH, RANGE 15 EAST
TOWN OF INDIAN SHORES, FLORIDA



PENTHOUSE FLOOR PLAN
THE SHORE MARINER
A PROPOSED CONDOMINIUM
FOR: SHORE MARINER LIMITED
19700A GULF BOULEVARD
INDIAN SHORES, FLORIDA
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS - LAND SURVEYORS
SAINT PETERSBURG, FLORIDA



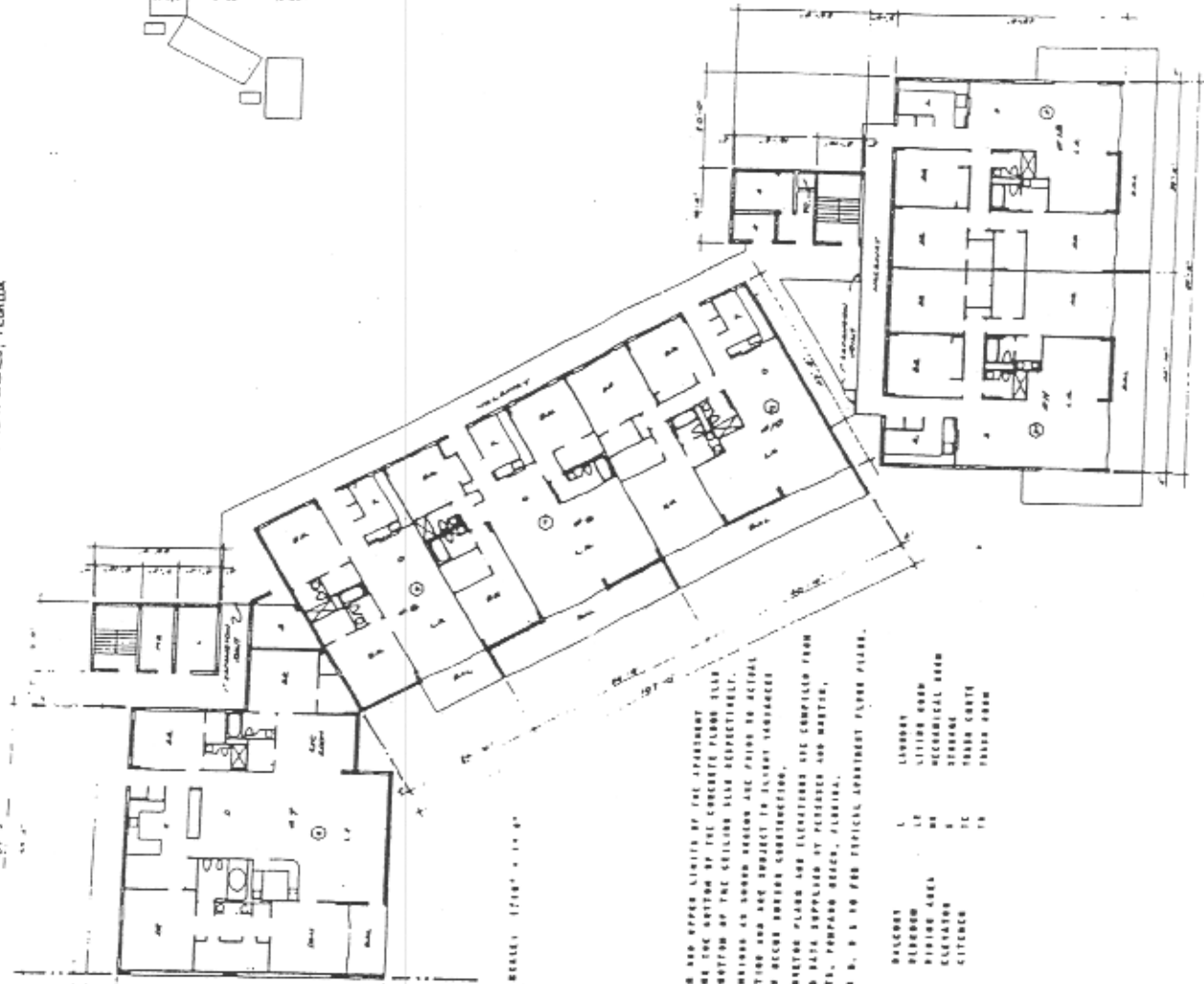
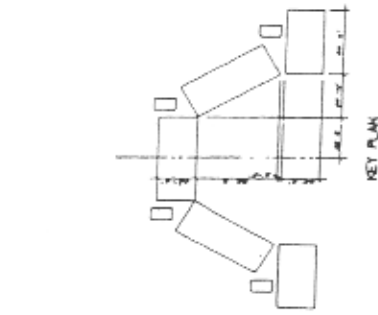
NOTES:

1. THE LINES AND OTHER LIMITS OF THE APARTMENT UNITS ARE THE WORK OF THE ARCHITECT. ALL OTHER LIMITS AND THE POSITION OF THE CURBS AND DRIVEWAYS ARE THE WORK OF THE ENGINEER. ALL DIMENSIONS ARE TO THE CENTER OF THE CURB UNLESS OTHERWISE NOTED.
2. THE DIMENSIONS OF THE UNITS ARE TO THE CENTER OF THE CURB UNLESS OTHERWISE NOTED.
3. THESE DIMENSIONS AND ELEVATIONS ARE TO BE USED FOR CONSTRUCTION AND NOT FOR SETTING OF MARKS, ARCHITECTS, PROGRAMS, RECORDS, ETC.
4. SEE PARAG. 1. 1. 1. FOR THE PHYSICAL ADJUSTMENT PLAN VALUES.
5. LEGEND:

1	BALCONY	1	STAIRWAY
2	BEDROOM	2	CEILING LIGHT
3	BATH	3	Mechanical ROOM
4	DINING AREA	4	STAIR
5	ELEVATOR	5	STAIR CASE
6	LOBBY	6	TRASH ROOM

THE SHORE MARINER

PROPOSED CONDOMINIUM
SECTION 31, TOWNSHIP 30 SOUTH, RANGE 15 EAST
TOWN OF INDIAN SHORES, FLORIDA



PENTHOUSE FLOOR PLAN
THE SHORE MARINER
A PROPOSED CONDOMINIUM
FOR: SHORE MARINER LIMITED

19700A GULF BOULEVARD
INDIAN SHORES, FLORIDA
GEORGE F. YOUNG, INC.,
CIVIL ENGINEERS - LAND SURVEYORS
SAINT PETERSBURG, FLORIDA

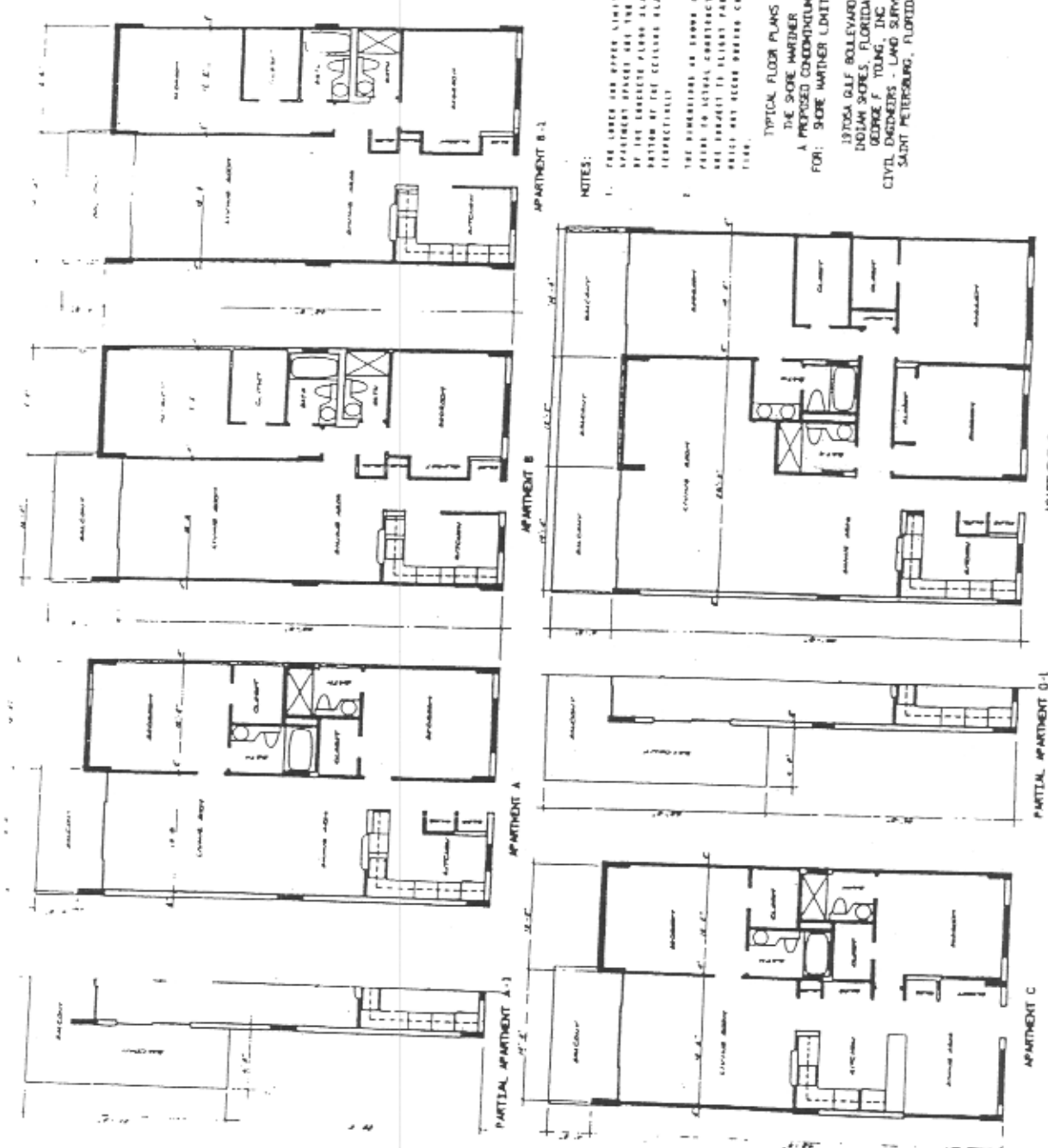
NOTES:

1. THE OWNER HAS REFERRED LIMITED BY THE APARTMENT SPECIFICATIONS TO THE BOTTOM OF THE CONCRETE FLOOR SLAB AND THE BOTTOM OF THE CEILING SLAB RESPECTIVELY.
2. THE DIMENSIONS AS SHOWN HEREON ARE PRIOR TO ACTUAL CONSTRUCTION AND ARE SUBJECT TO TOLERANCE VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION.
3. THESE DIMENSION PLANS AND SPECIFICATIONS ARE COMPILED FROM PERMITS AND DATA SUPPLIED BY PERMITTEE AND ARCHITECT, ARCHITECTS, FORPARD BEGER, FLORIDA.
4. SEE PAGES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 FOR OTHER APARTMENT FLOOR PLANS.
5. LEGEND:

BASEMENT	L	LUNDBRY
BEDROOM	BR	SULLIVAN ROOM
BREAKING AREA	BA	MECHANICAL ROOM
CLOSET	C	STORAGE
CORRIDOR	CC	WASH CRYST
		WASH ROOM

THE SHORE MARINER

PROPOSED CONDOMINIUM
 SECTION 31, TOWNSHIP 30 SOUTH, RANGE 15 EAST
 TOWN OF INDIAN SHORES, FLORIDA



NOTES:

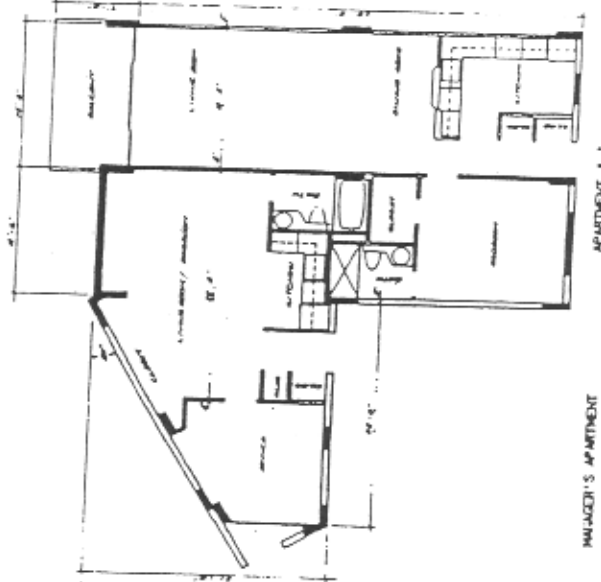
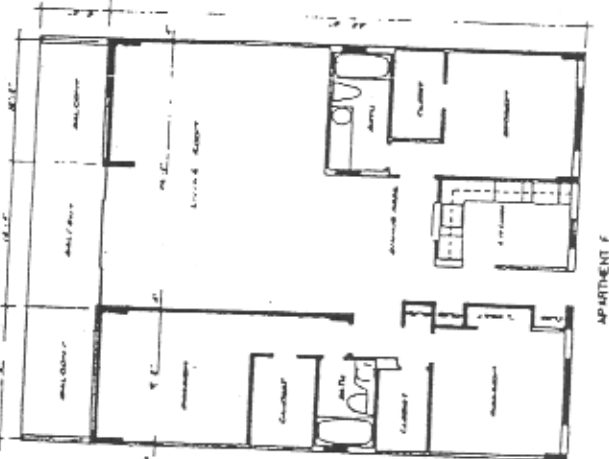
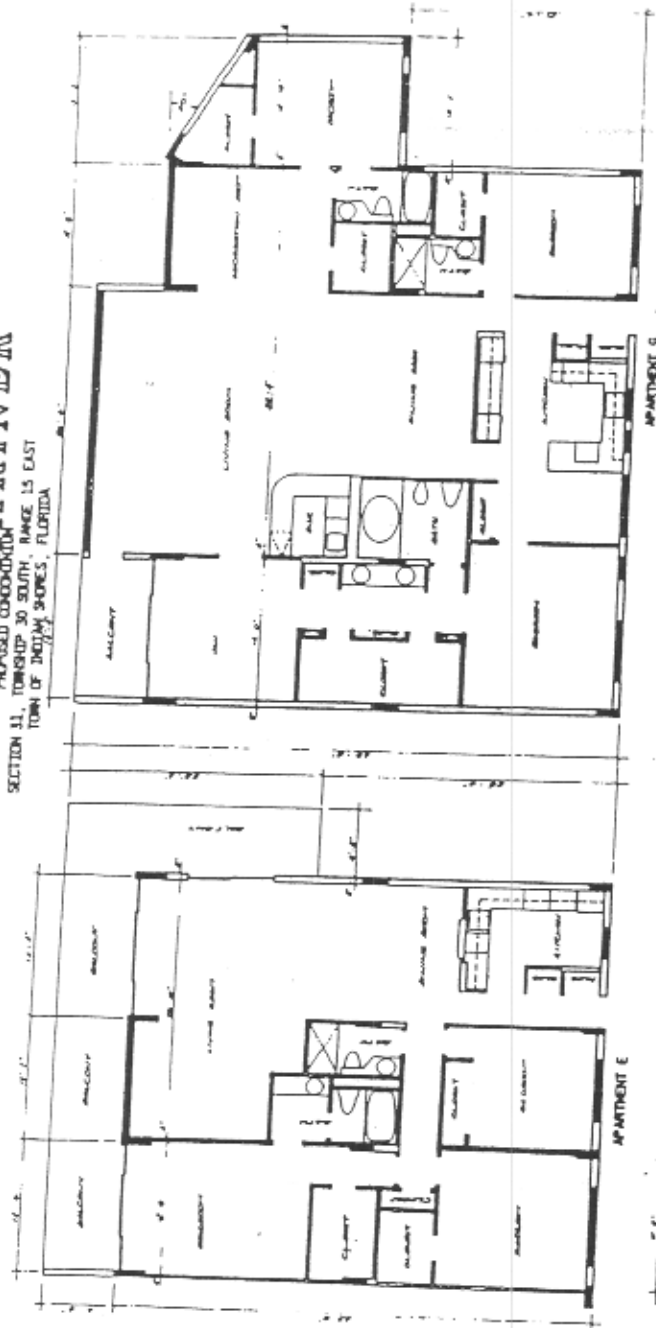
1. THE OWNER HAS REVIEWED ALL OF THE APARTMENT PLANS AND THE DESIGN OF THE CONCRETE FLOOR SLAB FOR THE ENTIRE PORTION OF THE CEILING SLAB IS CORRECTLY.
2. THE DIMENSIONS OF THESE UNITS ARE GIVEN IN USUAL CONSTRUCTION AND ARE SUBJECT TO SLIGHT VARIATIONS WHICH MAY OCCUR DURING CONSTRUCTION.

TYPICAL FLOOR PLANS
 THE SHORE MARINER
 A PROPOSED CONDOMINIUM
 FOR: SHORE MARINER LIMITED
 13700 GOLF BOULEVARD
 INDIAN SHORES, FLORIDA
 GEORGE F. YOUNG, INC.
 CIVIL ENGINEERS - LAND SURVEYORS
 SAINT PETERSBURG, FLORIDA

SCALE: 1/4" = 1'-0"

THE SHORE MARINER

PROPOSED CONDOMINIUM
SECTION 31, TOWNSHIP 30 SOUTH, RANGE 15 EAST
TOWN OF INDIAN SHORES, FLORIDA



NOTES:

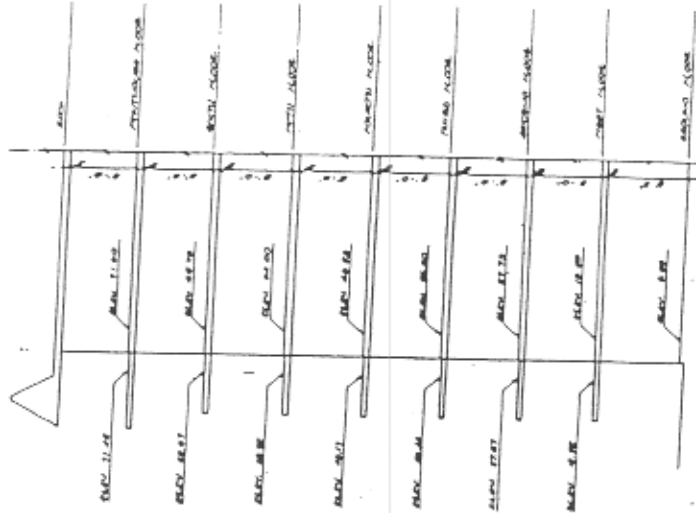
1. THE DIMENSIONS AS SHOWN HERE IN THE PLANS IS GENERAL ONLY. EXACT DIMENSIONS ARE TO BE DETERMINED BY THE ARCHITECT AND THE CONTRACTOR IN ACCORDANCE WITH THE LOCAL AND STATE CONSTRUCTION CODES.
2. THESE DIMENSIONS PLANS ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES AT ALL TIMES.

TYPICAL FLOOR PLANS
THE SHORE MARINER
A PROPOSED CONDOMINIUM
FOR: SHORE MARINER LIMITED

197054 GULF BOULEVARD
INDIAN SHORES, FLORIDA
GEORGE F. TOLING, INC.
CIVIL ENGINEERS, LAND SURVEYORS
SAINT PETERSBURG, FLORIDA

THE SHORE MARINER

PROPOSED CONDOMINIUM
SECTION 31, TOWNSHIP 30 SOUTH, RANGE 15 EAST
TOWN OF INDIAN SHORES, FLORIDA



TYPICAL ELEVATIONS

TYPICAL FLOOR PLAN AND ELEVATIONS
THE SHORE MARINER
A PROPOSED CONDOMINIUM
FOR: SHORE MARINER LIMITED
15705 GULF BOULEVARD
INDIAN SHORES, FLORIDA
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS - LAND SURVEYORS
SAINT PETERSBURG, FLORIDA

NOTES:

1. THE SPACES AND UPPER LIMITS OF THE APARTMENT SPACES ARE THE BOTTOM OF THE CONCRETE FLOOR SLAB AND THE BOTTOM OF THE CEILING SLAB RESPECTIVELY.
2. THE DIMENSIONS AS SHOWN HEREIN ARE PERMITTED TO VARY IN ACCORDANCE WITH THE ACTUAL CONSTRUCTION AND ARE SUBJECT TO THE DIMENSIONS SHOWN ON THE CONSTRUCTION DRAWINGS.

EXHIBIT B

PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
AND LIMITED COMMON ELEMENTS AND SHARE
OF COMMON EXPENSES

APARTMENT NUMBER	PERCENTAGE
101	0.8540
201	0.8540
301	0.8540
401	0.8540
501	0.8540
601	0.8540
102	0.7597
202	0.7597
302	0.7597
402	0.7597
502	0.7597
602	0.7597
103	0.8540
203	0.8540
303	0.8540
403	0.8540
503	0.8540
603	0.8540
104	0.7597
204	0.7597
304	0.7597
404	0.7597
504	0.7597
604	0.7597
105	0.7597
205	0.7597
305	0.7597
405	0.7597
505	0.7597
605	0.7597
106	0.7597
206	0.7597
306	0.7597
406	0.7597
506	0.7597
606	0.7597

APARTMENT NUMBER

PERCENTAGE

107	0.7597
207	0.7597
307	0.7597
407	0.7597
507	0.7597
607	0.7597
108	0.7597
208	0.7597
308	0.7597
408	0.7597
508	0.7597
608	0.7597
109	0.7597
209	0.7597
309	0.7597
409	0.7597
509	0.7597
609	0.7597
110	0.7597
210	0.7597
310	0.7597
410	0.7597
510	0.7597
610	0.7597
111	0.7597
211	0.7597
211-A	0.5911
311	0.3908
411	0.7597
511	0.7597
611	0.7597
112	0.7597
212	0.7597
312	0.7597
412	0.7597
512	0.7597
612	0.7597
114	0.7597
214	0.7597
314	0.7597
414	0.7597
514	0.7597
614	0.7597

APARTMENT NUMBER

PERCENTAGE

115	0.7597
215	0.7597
315	0.7597
415	0.7597
515	0.7597
615	0.7597
116	0.7597
216	0.7597
316	0.7597
416	0.7597
516	0.7597
616	0.7597
117	0.7597
217	0.8540
317	0.8540
417	0.8540
517	0.8540
617	0.8540
118	0.8540
218	0.7597
318	0.7597
418	0.7597
518	0.7597
618	0.7597
119	0.7597
219	0.8540
319	0.8540
419	0.8540
519	0.8540
619	0.8540
PH-1	0.8540
PH-2	1.3296
PH-3	1.3786
PH-4	1.2778
PH-5	1.2245
PH-6	0.7597
PH-7	1.7633
PH-8	1.7633
PH-9	0.7597
PH-10	1.2245
PH-11	1.2778
PH-12	1.3786
	1.3296

EXHIBIT C

ARTICLES OF INCORPORATION
OF
SHORE MARINER CONDOMINIUM ASSOCIATION, INC.
A Florida Corporation Not for Profit

THE UNDERSIGNED hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, 1971, and certify as follows:

ARTICLE 1

NAME:

The name of the Corporation shall be SHORE MARINER CONDOMINIUM ASSOCIATION INC. and the principal office of this Corporation shall be 18304 Gulf Boulevard, Redington Shores, Florida. For convenience this Corporation shall be referred to as the Association. Joe Nangle, at the above address, is hereby designated as the resident agent.

ARTICLE II

PURPOSES:

The purpose for which the Association is organized is as follows:

1. A condominium known as SHORE MARINER, a condominium, is being constructed upon the following lands in Pinellas County, Florida; said lands being described more fully in the Declaration of Condominium as recorded in the Public Records of Pinellas County, Florida.
2. The documents creating the condominium provide for the ownership operation, management, maintenance and use of one hundred and twenty-one (121) apartments within the property, together with certain other improvements. This Association is organized for the purpose of providing a convenient means of administering the condominium by the owners hereof.
3. The Association shall make no distribution of income to its members, Directors or Officers.

ARTICLE III

POWERS:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.
2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:
 - A. To make and collect assessments against members to defray the costs of the condominium.

- B. To use the proceeds of assessments in the exercise of its powers and duties.
 - C. The maintenance, repair, replacement and operation of the condominium property.
 - D. The reconstruction of improvements after casualty and the further improvements to the property.
 - E. To make and amend regulations respecting the use of the property in the condominium.
 - F. To approve or disapprove proposed purchasers, lessees, and mortgagees of apartments.
 - G. To enforce by legal means the provisions of the Condominium Documents these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the property in the Condominium.
 - H. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or the members of the Association.
- 3. All funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.
 - 4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which govern the use of the property.

ARTICLE IV

MEMBERS:

The qualifications of members, the manner of their admission, and voting by members shall be as follows:

- 1. All owners of apartments in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership. Each apartment shall be entitled to one vote.
- 2. Membership in the Association shall be established by the recording in the Public Records of Pinellas County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the new owners designated by such instrument, thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.
- 3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the apartment in the condominium.

ARTICLE V

- 1. The affairs of the Association will be managed by a Board of not less than three (3) nor more than nine (9) Directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three (3) Directors.

2. Directors of the Association shall be appointed or elected at the Annual Meeting of the members in the manner determined by the By-Laws except that for so long as SHORE MARINER LTD., a Florida Limited Partnership, or its successors, is the owner of one (1) or more apartments, it shall have the right to elect a majority of the Directors, who need not be residents of the condominium. At a time when the Developer is no longer the owner of one (1) or more apartments, those Directors of said Developer shall resign so as to comply with this Paragraph, and their successors shall be appointed by the remaining Directors so as to complete the unexpired terms of those resigning. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws. In no event shall the Developer select a majority of the Board of Directors for a period of longer than two (2) years from date of Certificate of Occupancy.

ARTICLE VI

OFFICERS:

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the Annual Meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
W. J. WHITE, JR. President	17580 Gulf Boulevard, Redington Shores, Florida
ESTHER G. WHITE Secretary	17580 Gulf Boulevard, Redington Shores, Florida
JOE NANGLE Vice President	17580 Gulf Boulevard, Redington Shores, Florida

ARTICLE VII

INDEMNIFICATION:

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

ARTICLE VIII

BY-LAWS:

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided by the By-Laws.

ARTICLE IX

AMENDMENTS:

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

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the Members of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other. Such approvals must be by not less than seventy-five (75%) percent of all the Directors and by not less than seventy-five (75%) percent of all the members of the Association. Directors and the members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting, and said amendment shall be effective when recorded in the Public Records of Pinellas County, Florida.

ARTICLE X

TERM:

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner in accordance with the Declaration. The Association shall be terminated by the termination of the condominium in accordance with the provisions of the Condominium Documents.

ARTICLE XI

SUBSCRIBERS:

The names and residences of the subscribers to these Articles of Incorporation who shall also constitute the first Board of Directors to hold office until successors are elected and have qualified are as follows:

NAME

ADDRESS

W. J. WHITE, JR.
ESTHER G. WHITE
JOE NANGLE

17580 Gulf Boulevard, Redington Shores, Florida
17580 Gulf Boulevard, Redington Shores, Florida
17580 Gulf Boulevard, Redington Shores, Florida

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures this
day of _____, 1973.

W. J. WHITE, JR.

ESTHER G. WHITE

JOE NANGLE

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared W. J. WHITE, JR.,
ESTHER G. WHITE and JOE NANGLE, who after being sworn by me on oath, acknowledged
that they executed the foregoing Articles of Incorporation for the purposes therein
expressed.

SWORN TO AND SUBSCRIBED before me at Largo, Florida, this _____
day of _____, 1973.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACCEPTANCE OF RESIDENT AGENT

I, the undersigned, do hereby accept the designation as Resident Agent for
the corporation.

JOE NANGLE

EXHIBIT D

BY-LAWS OF

SHORE MARINER CONDOMINIUM ASSOCIATION, INC.

a Condominium Corporation Not for Profit Under the Laws of the State of Florida

I. IDENTITY

These are the By-Laws of SHORE MARINER CONDOMINIUM ASSOCIATION, INC., a condominium corporation not for profit under the Laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State of Florida on _____ and subject to the charter granted by the Secretary of State and the Declaration affecting the land and all improvements thereon known as SHORE MARINER, a condominium. The Association has been organized for the purpose of administering a condominium upon the lands in Pinellas County, Florida; said lands being described more fully in Schedule A of the Declaration of Condominium to be recorded in the Public Records of Pinellas County, Florida.

1. The office of the Association shall be at 18304 Gulf Boulevard, Redington Shores, Florida.
2. The fiscal year of the Association shall be the calendar year.
3. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit", and the year of incorporation.

II. MEMBERS' MEETINGS

1. The annual members' meeting shall be held at the office of the corporation on the first Tuesday in February of each year, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members, provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.
2. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from one-third (1/3rd) of the entire membership.
3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after the meeting.
4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof within ten (10) days after such meeting shall constitute a presence of

- such member for the purpose of determining a quorum.
5. Each apartment shall be entitled to one (1) vote. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purposes.
 6. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.
 7. Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.
 8. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
 9. The order of business at annual members' meetings and, as far as practicable at all other members' meetings, shall be:
 - A. Election of Chairman of the meeting.
 - B. Calling of the roll and certifying of proxies.
 - C. Proof of notice of meeting or waiver of notice.
 - D. Reading and disposal of any unapproved minutes.
 - E. Report of Officers.
 - F. Report of Committees.
 - G. Election of Directors.
 - H. Unfinished Business.
 - I. New Business.
 - J. Adjournment.
 10. Proviso. Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, or until January 1, 1976, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

III. DIRECTORS

1. The Board of Directors shall consist of not less than three (3) persons nor more than nine (9) as is determined from time to time by the members. Each member of the Board of Directors shall be either the owner of an apartment, have an interest therein, or in the event of a corporate ownership, any officer or designated agent thereof.
2. Election of Directors shall be conducted in the following manner:
 - A. Members of the Board of Directors shall be elected by a plurality

of the votes cast at the annual meeting of the members of the Association. There shall be no cumulative voting.

- B. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.
 - C. For so long as the Developer owns one (1) or more apartments, a majority of the Board of Directors of the Association shall be selected by the Developer, and such members as may be selected by the Developer need not be residents in the building, but in no event shall the Developer select a majority of the Board of Directors for a period of longer than two (2) years from the date of Certificate of Occupancy.
3. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.
 4. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.
 5. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the date named for such meeting unless such notice is waived.
 6. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3rd) of the votes of the Board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
 7. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.
 8. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting **any business which** might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing a concurrence in the minutes thereof within ten (10) days after such meeting shall constitute the presence of such Director for the purpose of determining a quorum.
 9. The presiding officer of Directors' meetings shall be the Chairman of the Board. If such has not been elected, then the President shall preside.

In the absence of the presiding officer, the Directors present shall designate one of their members to preside.

10. Directors' fees, if any, shall be determined by the members.
11. A Director may be removed for cause or for the failure to be either the owner of an apartment, have an interest therein or in the event of a corporate ownership to be an officer or designated agent thereof. The removal of a Director pursuant to this Paragraph shall be by the majority vote of the remaining Board members, and said vote shall be taken at a special meeting called for that purpose.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association and the documents establishing the condominium. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land and shall include but shall not be limited to the following:

1. To make and collect assessments against members to defray the costs of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The reconstruction or improvements after casualty and the further improvement of the property.
5. To make and amend regulations respecting the use of the property in the condominium.
6. To approve or disapprove proposed occupants, purchasers, lessees and mortgagees of apartments in the manner provided by the Condominium Documents.
7. To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws of the Association, and the Rules and Regulations for the use of the property in the condominium.
8. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or membership of the Association.
9. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment owner subject to such liens.
10. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.
11. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.
12. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

V. OFFICERS

1. The executive officers of the corporation shall be a President who shall be a Director, a Vice President, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by a vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Vice President, Secretary, or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.
2. The President shall be the chief executive of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power of appointing committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.
3. The Vice President shall in the absence of or disability of the President exercise the powers and duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
4. The Secretary shall keep the minutes of the proceedings of the Directors and the members. He shall attend to the giving and serving of all notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.
5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members, the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.
6. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the condominium.

VI. FISCAL MANAGEMENT

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

1. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owners or owner, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.
2. Budget.
 - A. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, and the income of the Association including but not limited to the following items:
 - (a) Common Expense Budget
 - i. Maintenance and operation of Common Elements and Limited Common Elements; landscaping, office, street and walkways, swimming pool, elevators and lobbies.
 - ii. Utilities.
 - iii. Liability insurance.
 - iv. Casualty insurance.
 - v. Administration.
 - (b) Proposed assessments against each member.
 - B. Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amendment shall be furnished each member concerned.
3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.
4. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.
5. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

VII. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the Corporation or with the Statutes of the State of Florida.

VIII. AMENDMENTS

Amendments to the By-Laws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution adopting a proposed amendment must receive approval of not less than two-thirds (2/3) of the votes of the entire membership of the Board of Directors and not less than seventy-five (75%) percent of the votes of the entire membership of the Association. Directors and members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting.
3. Initiations. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other.
4. Effective Dates. An amendment when adopted shall become effective only after being recorded in the Public Records of Pinellas County, Florida.
5. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

The foregoing were adopted as the By-Laws of SHORE MARINER CONDOMINIUM ASSOCIATION, INC., a condominium corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____, 1974.

SECRETARY

APPROVED:

PRESIDENT

RULES AND REGULATIONS
OF
SHORE MARINER
A CONDOMINIUM

1. Recreational Facilities. Use of the recreational facilities within the common elements will be such that due respect to the rights of other apartment owners will be observed. Use of particular facilities will be governed by further regulations to be issued as required by the Directors.
2. Signs.
 - A. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by an apartment owner on any part of the outside or inside of the demised premises of the building without the prior written consent of the Association. An exception shall be "For Sale" or "For Rent" signs approved by the Association and signs for the Developer during construction and sale of the condominium apartments.
 - B. The Developer will supply a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other name plates may be installed.
3. Windows, Balconies, Terraces.
 - A. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades, or screens shall be attached to or hung in, or used in connection with any window or door of the demised premises, without the prior written consent of the Association.
 - B. The balconies, terraces and exterior stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items.
4. Passageways. The sidewalks, entrances, passages, elevators, vestibules, stairways, corridors, and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
5. Pets. The keeping of a dog or a household pet in SHORE MARINER, a condominium, shall be a privilege and not a right of the owner of an apartment. The privilege is expressly conditioned upon the apartment owner's use of good judgment and discretion in maintaining said pet.

The privilege granted to an owner is subject to termination at any time, if good cause be shown, by the Board of Directors upon a determination by said Board of Directors that such dog or other pet is either vicious or is annoying to other owners, and has otherwise become a nuisance.

The provisions of this paragraph and the granting of this privilege shall apply only to cases which fit the following guide lines:

- A. The pet may be only that type of pet which is usually and customarily considered a household pet and shall not apply to unique animals not

usually considered domestic pets, regardless of size.

- B. Dogs and other pets must be carried through all common areas, including but not limited to stairwells, sidewalks, patios and lobbies. No pet shall be walked through these areas regardless of the fact that the pet may be on a leash and accompanied by its owner.
 - C. Specific areas shall be designated as "dog walks". No pet shall be allowed to roam, nor shall the pets be walked in any area other than those designated as "dog walks". No pet shall be left in an apartment for an extended period of time, such as a weekend without the owner being present.
6. Refuse.
- A. Disposition of garbage and trash shall be only by the use of garbage disposal units or by the use of recepticals supplied by the Association or built into the condominium building.
 - B. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, or balconies, or placed upon the window sills. Neither shall any linens, clothes, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors.
 - C. No apartment owner shall allow anything whatever to fall from the window or doors of the premises or shall sweep or throw from the premises any dirt or other substance into any of the corridors or halls, elevators, ventilators, or elsewhere in the building or upon the grounds.
7. Keys and Locks. The Association may retain a passkey to each condominium apartment. No apartment owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Association's agent. In the event such consent is given, the apartment owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to each condominium apartment.
8. Association Employees.
- A. No servants or employees of the Association shall be sent out of the building by any apartment owner at any time for any purpose.
 - B. The Association's personnel and staff are compensated adequately and no gratuities are to be given them. This is not to preclude appropriate remembrances at Christmas or other special occasions.
9. Nuisances. No apartment owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other apartment owners. No apartment owner shall play upon or suffer to be played upon any musical instrument or operate or suffer to be operated a phonograph, television set or radio in the demised premises between the hours of 11:00 P.M. and the following 8:00 A.M., in such a way as to disturb or annoy other occupants and owners of the building. No apartment owner shall conduct or permit to be conducted vocal or instrumental practice, nor give nor permit to be given

vocal or instrumental instruction at any time.

10. Antennas. No radio or television installation requiring additional wiring or antennas shall be made without the written consent of the Association. Any antenna or other wiring erected on the roof or exterior walls of the building without the consent of the Association in writing is subject to being removed without notice.
11. Leasing. Leasing of the apartment by the apartment owner is not prohibited; subject, however, to the provisions of Articles 10.5 and 11 of the Declaration of Condominium. This shall not apply to the Developer, as provided in Article 11 of the Declaration of Condominium.
12. All window drapes must have either a neutral or pastel backing.
13. Parking areas. The parking areas designated in the condominium property are for the parking of automotive vehicles and shall not, under any circumstances, be used for the parking or storage of boats, trailers, campers, trucks, motorcycles, motor scooters, motor bikes, or any other recreational vehicles.

The foregoing Rules and Regulations are subject to amendment and to the promulgation of further regulations by a majority of the Board of Directors at a duly constituted meeting thereof.

SHORE MARINER LTD., a Florida
Limited Partnership

By: _____
W. J. White, Jr., General Partner

**AMENDMENTS
TO
THE DECLARATION OF CONDOMINIUM
OF
SHORE MARINER**

19.50

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MARLEEN F. BE BLANK
CLERK OF CIRCUIT COURT
PINELLAS COUNTY, FL

AMENDMENT TO
THE DECLARATION OF CONDOMINIUM
OF SHORE MARINER, a Condominium

89 MAY 10 PM 3: 01

19.50 m WHEREAS, the Board of Directors and Unit Owners of
Shore Mariner, a Condominium, hereinafter referred to as
the Association, desire to amend the Declaration of Condominium,
for said Condominium Association, which Declaration of
Condominium has been filed and recorded in and for Pinellas County,
Florida, within O.R. Book 4253, beginning with Page 595, et
seq., on January 23, 1975.

WHEREAS, a meeting of the Board of Directors of the
Association was duly called in accordance with the Declaration of
Condominium, Articles of Incorporation, and By-Laws, for the pur-
pose of approving the proposed amendment as contained herein.
Said meeting took place on March 14, 1989 and the Board of
Directors unanimously approved said amendment and directed that a
special meeting of the members take place on April 18, 1989.

WHEREAS, at such special meeting which took place on
April 18, 1989, there was present a quorum of unit
owners/members as defined and required by the Bylaws, Articles of
Incorporation and the Declaration of Condominium for said
Association.

WHEREAS, after due consideration, of said proposed
amendment, same was presented for a vote, and said amendment was
approved by the vote of the required percentage of unit
owners/members according to the provisions of the Bylaws,
Articles of Incorporation and the Declaration of Condominium for
said Association.

WHEREAS, this Condominium Association in compliance with
the requirements of the Department of housing and Urban
Development to obtain an exemption to the Fair Housing Act as
amended, that this condominium shall be designated as housing for
older persons and this housing is intended and operated for occu-
pancy by at least one (1) person per unit who is fifty-five (55)
years of age or older. It is the intent and

"Condominium Plat pertaining hereto
is recorded in Condominium Plat Book
20, Page 82."

be returned to Richard A. Zacur, Esquire of
MENSCH, ZACUR & GRAHAM, P.A., Post Office Box
14409, St. Petersburg, Florida, 33733.

purpose of this amendment to comply with the Civil Rights Act of 1968 as amended and cited as the Fair Housing Amendments Act of 1988.

WHEREAS, this amendment shall be effective as of September 13, 1988 and shall be binding upon all sales, leases, rental transactions or any other conveyance from that date forward but shall not apply to involuntary conveyances and inheritances.

WHEREAS, it is the requirement of the Department of Housing and Urban Development that this exemption to the Fair Housing Act of 1988 shall require that at least eighty percent (80%) of the units that are to be newly occupied after September 13, 1988 are occupied by at least one (1) person fifty-five (55) years of age or older.

WHEREAS, the Board of Directors and the unit owners/members have approved the amendment to the Declaration of Condominium, and said amendment is hereinafter provided.

WHEREAS, all portions of the Declaration and Bylaws not amended as provided herein shall remain in full force and effect, except as provided herein.

NOW THEREFORE, said Declaration of Condominium, shall be hereby amended pursuant to the heretofore stated authority and requirements, which amendment is to be provided within said Declaration of Condominium. Said Amendment is as follows:

Section 10.1 - USE RESTRICTIONS - of the Declaration of Condominium shall be amended to add additional language as hereinafter provided and underlined and all remaining portions of this paragraph shall remain the same except as amended herein.

(10.1) Each of the apartments shall be occupied only by an owner, his family, his servants and guests, as a residence and for no other purpose, provided that no person under fourteen years of age may be a permanent resident or may visit on said premises for a period of more than thirty days within any six month period. Children of any age will not be allowed in an apartment of a

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CODING: Words in underscored type indicate additions and/or amendments from the original Declaration, Articles of Incorporation and Bylaws and deletions from the original Declaration and Bylaws are shown by strike outs. Unless otherwise provided herein, all provisions of the Declaration, which have not been amended or added herein are not affected by this amendment and shall remain in full force and effect as provided in the original Declaration or Amendments thereto.)

PREPARED BY AND SHOULD BE
RETURNED TO:
RICHARD A. ZACUR, ESQUIRE
Zacur & Graham, P.A.
P.O. Box 14409
St. Petersburg, Florida 33733

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2005484316 12/06/2005 at 05:01 PM
OFF REC BK: 14784 PG: 648-650
DocType:RST RECORDING: \$27.00

Condominium Plats pertaining
hereto are filed in Plat Book 20, Page 82.

**AMENDMENT TO BY-LAWS OF
SHORE MARINER, A CONDOMINIUM**

WHEREAS, the Board of Directors and Unit Owners of SHORE MARINER CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as Association, desires to amend the Declaration for said condominium association, which Declaration of Condominium and Bylaws have been filed and recorded in and for Pinellas County, Florida, within O.R. Book 4253, beginning with Page 595, et seq.

WHEREAS, a meeting of the Board of Directors of the association and said unit owners/members was duly called in accordance with the Declaration of Condominium and Bylaws, after proper notice was given to the unit owners/members.

WHEREAS, such meeting took place on September 6, 2005, there was present a quorum of Directors and a quorum of unit owners/members as defined and required by the Bylaws, Articles of Incorporation, and the Declaration of Condominium for said Association.

WHEREAS, after due consideration, of said proposed amendment, which amendment was proposed by resolution by said Directors, same was presented for a vote, and accepted by the required vote of the Board of Directors, and said amendment was approved by the vote of the required percentage of unit owners/members

according to the provisions of the Bylaws, Articles of Incorporation, and the Declaration of Condominium for said Association.

WHEREAS, that the Board of Directors and the unit owners/members have approved the Amendment to the By-Laws, said Amendment is hereinafter provided.

NOW THEREFORE, said By-Laws shall be hereby amended pursuant to the heretofore stated authority and requirements, which amendment is to be provided within said Declaration of Condominium and By-Laws, and said amendment is as follows:

Article III - Section I is amended to read as follows:

1. The Board of Directors shall consist of seven (7) persons. Each member of the Board shall be either the owner of an apartment or have an interest therein. Directors shall be elected for two (2) year terms with elections in alternate years so that four (4) directors shall be elected one year and three (3) elected in the other year; provided, however, that for only the year 2006, three (3) directors shall be elected for a one (1) year term and four (4) shall be elected for a two year term.

RESOLVED, further, that said Amendment to the By-Laws of the Association is hereby adopted, approved and the Board of Directors shall have same recorded in the Public Records of Pinellas County, Florida.

SHORE MARINER CONDOMINIUM ASSOCIATION, INC.

BY: Greg E. Connor
President

BY: Sharon E. Cook
Secretary



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 21 day of NOVEMBER, 2005, by Greg E. Connor + Sharon E. Cook the President and

Sharon B. Corbin, the Secretary who are personally known to me or who have produced _____ as identification and who did take an oath and depose and says that they executed the foregoing Amendment and acknowledge to and before me that they executed said Amendment for the purpose therein expressed.

Witness my hand and official seal this 21 day of November, 2005.

Mary F. Palmer
Notary Public

MARY F. PALMER
Notary Name Typed/Printed

My commission expires:

MARY F PALMER
Notary Public, State of Florida
My Comm. Expires Aug. 13, 2007
No. DD229634

(CODING: Words in underscored type indicate changes from original Declaration of Condominium and By-Laws and deletions from the original Declaration of Condominium and By-Laws are shown by strike outs. Unless otherwise provided herein, all provisions of the Declaration of Condominium and By-Laws are not affected by this Amendment and shall remain the same.)

PREPARED BY AND SHOULD BE
RETURNED TO:
RICHARD A. ZACUR, ESQUIRE
Zacur & Graham, P.A.
P.O. Box 14409
St. Petersburg, Florida 33733

Condominium Plats pertaining
hereto are filed in Plat Book 20, Page 82.

**AMENDMENT TO DECLARATION OF
SHORE MARINER, A CONDOMINIUM**

WHEREAS, the Board of Directors and Unit Owners of SHORE MARINER CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as Association, desires to amend the Declaration for said condominium association, which Declaration of Condominium and Bylaws have been filed and recorded in and for Pinellas County, Florida, within O.R. Book 4253, beginning with Page 595, et seq.

WHEREAS, a meeting of the Board of Directors of the association and said unit owners/members was duly called in accordance with the Declaration of Condominium and Bylaws, after proper notice was given to the unit owners/members.

WHEREAS, such meeting took place on January 11, 2011, there was present a quorum of Directors and a quorum of unit owners/members as defined and required by the Bylaws, Articles of Incorporation, and the Declaration of Condominium for said Association.

WHEREAS, after due consideration, of said proposed amendment, which amendment was proposed by resolution by said Directors, same was presented for a vote, and accepted by the required vote of the Board of Directors, and said amendment was approved by the vote of the required percentage of unit owners/members

according to the provisions of the Bylaws, Articles of Incorporation, and the Declaration of Condominium for said Association.

WHEREAS, that the Board of Directors and the unit owners/members have approved the Amendment to the Declaration, said Amendment is hereinafter provided.

NOW THEREFORE, said Declaration shall be hereby amended pursuant to the heretofore stated authority and requirements, which amendment is to be provided within said Declaration of Condominium and By-Laws, and said amendment is as follows:

6.2 Interest – Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest or late fees, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of 10% per annum from the date when due until paid. All payments upon account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in the collection, and then to the assessment payment first due. In addition, the Association shall be entitled to charge an amount not to exceed the greater of Twenty-Five Dollars (\$25.00) or Five Percent (5%) of each installment of the assessment for each delinquent installment that the payment is late.

RESOLVED, further, that said Amendment to the Declaration of the Association is hereby adopted, approved and the Board of Directors shall have same recorded in the Public Records of Pinellas County, Florida.

SHORE MARINER CONDOMINIUM
ASSOCIATION, INC.

BY: R. Anthony Kistan
President

BY: Barbara Argeyos
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15 day of February, 2011, by Robert Bistan, the President and Barbara Argyros, the Secretary, who are personally known to me or who have produced _____ as identification and who did take an oath and depose and says that they executed the foregoing Amendment and acknowledge to and before me that they executed said Amendment for the purpose therein expressed.

Witness my hand and official seal this 15 day of February, 2011.

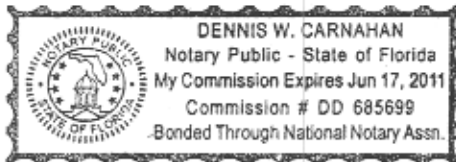
Dennis W. Carnahan

Notary Public

Dennis W. Carnahan

Notary Name Typed/Printed

My commission expires: 6.17.11



(CODING: Words in underscored type indicate changes from original Declaration of Condominium and By-Laws and deletions from the original Declaration of Condominium and By-Laws are shown by strike outs. Unless otherwise provided herein, all provisions of the Declaration of Condominium and By-Laws are not affected by this Amendment and shall remain the same.)

PREPARED BY AND SHOULD BE
RETURNED TO:
RICHARD A. ZACUR, ESQUIRE
Zacur, Graham & Costis, P.A.
P.O. Box 14409
St. Petersburg, Florida 33733

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2016037624 02/10/2015 at 11:32 AM
OFF REC BK: 18672 PG: 1673-1675
DocType:CONDO RECORDING: \$27.00

Condominium Plats pertaining
hereto are filed in Plat Book 20, Page 82.

**AMENDMENT TO DECLARATION OF
SHORE MARINER, A CONDOMINIUM**

WHEREAS, the Board of Directors and Unit Owners of SHORE MARINER
CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as Association, desires
to amend the Declaration for said condominium association, which Declaration of
Condominium and Bylaws have been filed and recorded in and for Pinellas County,
Florida, within O.R. Book 4253, beginning with Page 595, et seq.

WHEREAS, a meeting of the Board of Directors of the association and said unit
owners/members was duly called in accordance with the Declaration of Condominium
and Bylaws, after proper notice was given to the unit owners/members.

WHEREAS, such meeting took place on January 13, 2015, there was present a
quorum of Directors and a quorum of unit owners/members as defined and required by
the Bylaws, Articles of Incorporation, and the Declaration of Condominium for said
Association.

WHEREAS, after due consideration, of said proposed amendment, which
amendment was proposed by resolution by said Directors, same was presented for a
vote, and accepted by the required vote of the Board of Directors, and said amendment
was approved by the vote of the required percentage of unit owners/members

according to the provisions of the Bylaws, Articles of Incorporation, and the Declaration of Condominium for said Association.

WHEREAS, that the Board of Directors and the unit owners/members have approved the Amendment to the Declaration, said Amendment is hereinafter provided.

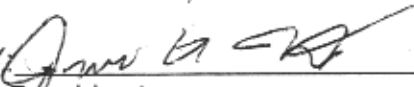
NOW THEREFORE, said Declaration shall be hereby amended pursuant to the heretofore stated authority and requirements, which amendment is to be provided within said Declaration of Condominium and By-Laws, and said amendment is as follows:

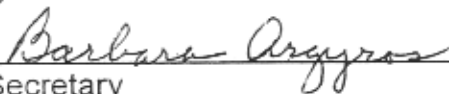
11. MAINTENANCE OF COMMUNITY INTERESTS.

11.7 No owner, whether individual, joint (i.e. husband and wife; father and son, et), corporation (limited liability company, etc), trust or other type of organization, single or form of joint ownership, may own more than two (2) condominium units simultaneously. A unit owner, joint owners, or owner of record means a record owner of legal title to a condominium parcel as defined by the Florida Condominium Act, as amended from time to time and/or as recorded in the Public Records in and for Pinellas County, Florida.

RESOLVED, further, that said Amendment to the Declaration of the Association is hereby adopted, approved and the Board of Directors shall have same recorded in the Public Records of Pinellas County, Florida.

SHORE MARINER CONDOMINIUM
ASSOCIATION, INC.

BY: 
President

BY: 
Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29th day of January, 2015, by Jeri Whiting, the President and Barbara Argiros, the Secretary, who are personally known to me or who have produced _____ as identification and who did take an oath and depose and says that they executed the foregoing Amendment and acknowledge to and before me that they executed said Amendment for the purpose therein expressed.

Witness my hand and official seal this 29 day of January, 2015.

Patti A. Herr
Notary Public

PATTI A. HERR
Notary Name Typed/Printed

My commission expires:

PATTI A. HERR
Notary Public, State of Florida
Comm. Expires Feb. 13, 2017
No. EE 846035

(CODING: Words in underscored type indicate changes from original Declaration of Condominium and By-Laws and deletions from the original Declaration of Condominium and By-Laws are shown by strike outs. Unless otherwise provided herein, all provisions of the Declaration of Condominium and By-Laws are not affected by this Amendment and shall remain the same.)

PREPARED BY AND SHOULD BE
RETURNED TO:
RICHARD A. ZACUR, ESQUIRE
Zacur & Graham, P.A.
5200 Central Avenue
St. Petersburg, Florida 33707

Condominium Plats pertaining
hereto are filed in Plat Book 20, Page 82.

**AMENDMENT TO DECLARATION OF
SHORE MARINER, A CONDOMINIUM**

WHEREAS, the Board of Directors and Unit Owners of SHORE MARINER
CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as Association, desires
to amend the Declaration for said condominium association, which Declaration of
Condominium and Bylaws have been filed and recorded in and for Pinellas County,
Florida, within O.R. Book 4253, beginning with Page 595, et seq.

WHEREAS, a meeting of the Board of Directors of the association and said unit
owners/members was duly called in accordance with the Declaration of Condominium
and Bylaws, after proper notice was given to the unit owners/members.

WHEREAS, such meeting took place on January 14, 2020, there was present a
quorum of Directors and a quorum of unit owners/members as defined and required by
the Bylaws, Articles of Incorporation, and the Declaration of Condominium for said
Association.

WHEREAS, after due consideration, of said proposed amendment, which
amendment was proposed by resolution by said Directors, same was presented for a
vote, and accepted by the required vote of the Board of Directors, and said amendment

was approved by the vote of the required percentage of unit owners/members according to the provisions of the Bylaws, Articles of Incorporation, and the Declaration of Condominium for said Association.

WHEREAS, that the Board of Directors and the unit owners/members have approved the Amendment to the Declaration, said Amendment is hereinafter provided.

NOW THEREFORE, said Declaration shall be hereby amended pursuant to the heretofore stated authority and requirements, which amendment is to be provided within said Declaration of Condominium and By-Laws, and said amendment is as follows:

6.3 Lien for Assessments. The Association shall have a lien against each Unit for any unpaid assessments against the owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the Public Records of the County where located by filing a claim therein which states the legal description of the Unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, shall have been paid. Such claims of lien may be signed and verified by an officer of the Association, or by an agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at his expense. All such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association may also, at its option, sue to recover a money judgment for unpaid assessments, without thereby waiving the lien securing the same. Liens for assessments shall be subordinate to any recorded institutional first mortgage, regardless of when the assessment lien was recorded. In the event only an institutional lender, which is defined as a commercial bank or savings and loan association only, as holder of a first mortgage of record shall obtain title to the Unit as a result of the foreclosure of a first mortgage, or in the event such mortgagee as to a first mortgage of record shall obtain title to a Unit as the result of a conveyance in lieu of foreclosure of such first mortgage, such mortgagee shall **not** be liable for that share of the common expenses or assessments chargeable to the Unit, or the Owner thereof, which became due prior to the acquisition of title by such institutional mortgagee in an amount as allowed by the laws of the State of Florida, specifically the Condominium Act. ~~Any such unpaid share of common~~

~~expenses, or assessments, chargeable against any such foreclosed Unit, or against Unit transferred in lieu of foreclosure, shall be deemed a common expense, to be paid in the same manner as other common expenses of the Condominium by all of the Unit Owners. Upon the recordation of the certificate of title issued to the commercial bank or savings and loan association, after a foreclosure or a deed in lieu of foreclosure, the commercial bank or savings and loan association shall be responsible for all maintenance payments, assessments, special assessments from the date of the recording of the Certificate of Title or Deed in lieu of foreclosure forward. Upon recordation of the Certificate of Title issued pursuant to the foreclosure of an institutional first mortgage, or the recordation of a deed obtained in lieu of a foreclosure action, any lien for assessments due and payable before recordation shall be deemed cancelled. Any assessments due and payable after the recordation of the Certificate of Title or the Deed of any first mortgagee shall not be impaired and shall be effective as to the Grantee under the Certificate of Title or Deed. For purposes of this Section "Institutional Lender" shall mean any Real Estate Investment Trust, Savings and Loan Association, Commercial Bank or Life Insurance Company.~~

RESOLVED, further, that said Amendment to the Declaration of the Association is hereby adopted, approved and the Board of Directors shall have same recorded in the Public Records of Pinellas County, Florida.

SHORE MARINER CONDOMINIUM
ASSOCIATION, INC.

BY: Robert A. Hartman
President

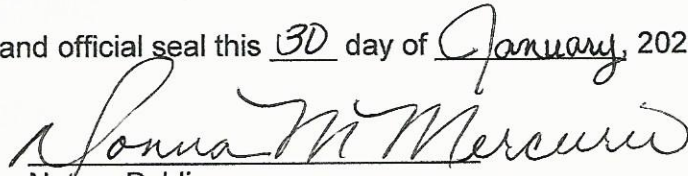
BY: Elaine Dayhurst
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30 day of January, 2020, by Bob Hartman, the President and Elaine Dayhurst, the Secretary, who are personally known to me or who have produced Known / Known as identification and who did take an oath and depose and says that they executed the

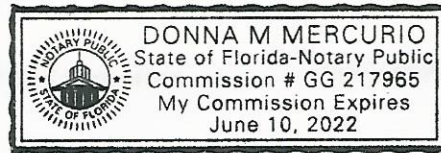
foregoing Amendment and acknowledge to and before me that they executed said Amendment for the purpose therein expressed.

Witness my hand and official seal this 30 day of January, 2020.


Notary Public

Donna M Mercurio
Notary Name Typed/Printed

My commission expires:



(CODING: Words in underscored type indicate changes from original Declaration of Condominium and By-Laws and deletions from the original Declaration of Condominium and By-Laws are shown by strike outs. Unless otherwise provided herein, all provisions of the Declaration of Condominium and By-Laws are not affected by this Amendment and shall remain the same.)